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Contents.

CURRENT TOPICS	291	LAW STUDENTS' JOURNAL	300
THE INCOME OF UNAUTHORIZED	294	LEGAL NEWS	301
SECURITIES PROPERLY RETAINED	296	COURT PAPERS	302
REVIEWS	298	WINDING-UP NOTICES	302
LAW SOCIETIES	299	BANKRUPTCY NOTICES	303

Cases Reported this Week.

In the Solicitors' Journal.

Button, Re. Ex parte Voss	296
Glasbrook v. David & Vaux	298
Hooper v. Herts and Wharton	297
Kay v. British Westinghouse Electric and Manufacturing Co. (Lim.)	296
Maguire v. Mayor of Liverpool	296
The National Bank of China (Lim. and Reduced), Re	298
Thomas Tilling (Lim.) v. Dick, Kerr, & Co. (Lim.)	299

In the Weekly Reporter.

Alianza Co. (Limited) v. Bell (Surveyor of Taxes)	297
Bowley, In re. Bowley v. Bowley	270
Cayley, In re. Awdry v. Cayley	290
Guardians of Birmingham Union v. Guardians of Tewkesbury Union	298
Hargrove, Aronson, & Co. v. Hartopp and Another	292
Manser, In re. Attorney-General v. Lucas	261
Wolfe v. Clerk of the Surrey County Council and Another. Reeve v. The Same	294

Current Topics.

The Court of Appeal.

LORD JUSTICE VAUGHAN WILLIAMS stated on Monday last that the court had been hearing final appeals from the King's Bench Division which had been set down for the Michaelmas Sittings. As the appeals from the Chancery Division were not so far advanced, he considered they should resume the hearing of Chancery Appeals this week. He made this statement for the convenience of solicitors, as it might be thought that the court did not intend to resume Chancery appeals till after Easter.

A Public Trustee.

THE SESSION has very soon seen the revival of the project for the establishment of a public trustee. This is in the Public Trustee and Executor Bill, which has been introduced by Sir HOWARD VINCENT. By clause 1 it provides for the establishment of the office of public trustee, and clause 2 proposes that the public trustee may "by that name be appointed to be trustee of any will or settlement, or to perform any trust or duty belonging to a class which he is authorized by a general order under this section to accept," and also that he may be appointed a trustee of existing trusts. Clause 3 provides for the granting of probate to the same official, and clause 5 makes the Consolidated Fund liable for the fraud or negligence of the public trustee or his officers. The Lord Chancellor, it is proposed, shall appoint the public trustee, who "may employ such officers and persons as, subject to the sanction of the Treasury, he may find necessary for the purposes of this Act, and those officers and persons shall be remunerated at such rates and in such manner as the Treasury may sanction" (cl. 6). Provision is made by clause 12 for the employment in certain cases of the solicitor and bank who have had to do with the affairs of the trust, but it is extremely doubtful whether such a provision would be effectual in practice. The most satisfactory feature is clause 16, which provides for the abolition of the office of public trustee if, within five years, the Treasury and the Lord Chancellor are of opinion that it serves no beneficial purpose, and thereupon no official is to receive any compensation. But with the example of the Land Registry Office to look to, these experimental schemes are not

attractive, and it is better to dispense with the experiment altogether than to expect that any public office, when once established, will permit itself to be snuffed out. For practical purposes the scheme appears to offer no advantages which are not already obtainable under the Judicial Trustees Act, 1896.

The Congestion of Legislation.

Few PEOPLE think that the Government will succeed in dealing with all the subjects mentioned in the King's Speech. In any case there is no prospect of several matters, which are in urgent need of attention, being the subject of legislation during the coming session. Nobody has any hope, for example, of seeing a Bill for the consolidation of the Poor Laws, covering a period of three centuries, among those which will receive the royal assent. When a paltry little affair like the re-arrangement of the boundaries of a diocese goes through the same procedure as the most important statute, it really is not a matter for surprise that Parliament cannot find time for more far-reaching measures. For the third time the Bishop of Bristol has introduced into the House of Lords a Bill to transfer a few parishes from the dioceses of Gloucester and Bath and Wells to his own diocese. It is purely an administrative measure, involving no question of principle whatever. The people of the district are agreed about it, and nobody outside knows or cares one way or the other. In the two previous years it has gone down to the House of Commons and shared the "massacre of the innocents." As if enough time had not been spent in obtaining its passage through Parliament, the Bill provides further that an Order in Council is required to carry out the Act. While Parliament retains trivial matters of this kind entirely in its own hands, there is small prospect of any real relief to the congestion of business. There is no reason why an Order in Council, made upon the advice of the Ecclesiastical Commissioners, should not suffice to effect a re-arrangement of diocesan boundaries.

Trade Union Interference.

THE TRADE UNION case of *Airey v. Weighill* (*ante*, p. 279) would have been of considerable interest had it been necessary to decide the principal question raised by it—namely, under what circumstances the refusal of unionist workmen to work with a non-unionist, and the procuring his dismissal from employment, with a view to compelling him to join the union, is actionable? Any such question must depend upon a reconciling of divergent decisions of the House of Lords—the *Mogul case* (40 W. R. 337; 1892, A. C. 25) and *Allen v. Flood* (46 W. R. 258; 1898, A. C. 1) on the one side, and *Quinn v. Leatham* (1901, A. C. 495) on the other—and though *Quinn v. Leatham*, as applied in *Giblan v. National Labourers' Union* (1903, 2 K. B. 600) may be said to hold the field, yet the limits of justifiable interference by workmen with their fellows are very imperfectly defined. "I take it to be clear," said ROMER, L.J., in the last-named case, "that a combination of two or more persons, without justification, to injure a workman by inducing employers not to employ him or continue to employ him is, if it results in damage to him, actionable." But the gist of this lies in the words "without justification." Is it a justification that the interests of the whole body of workmen will be imperilled if men are allowed to act separately? Some day this question will have to be faced, and it may lead to interesting comparisons between professional and labour unions. It might have been raised in the present case of *Airey v. Weighill*, where the plaintiff's claim was against the trustees of a trade union to make the funds of the union liable for his dismissal from work. He had declined to join the union; the unionist workmen had sent in their notices; and his dismissal was the result. But there was the preliminary point that there was no evidence connecting the action of the men with the union, and that the union funds could in no event be liable. This point was determined by the Court of Appeal in favour of the union, and the main question, therefore, was not discussed.

Contraband of War.

THE CORRESPONDENCE respecting contraband of war, in connection with the hostilities between Russia and Japan, which has just been laid before Parliament, will be read with interest, not merely by neutral traders, but by all students of the rules and

principles of international law. It will be remembered that at the outset of hostilities the Russian Government published certain rules which they had decided to enforce during the continuance of the war. By these rules every kind of fuel, such as coal, naphtha, and other similar materials, and generally "everything intended for warfare by sea or land, as well as rice, provisions, and horses, beasts of burden, and other animals which may be used for a warlike purpose, if they are transported on the account of, or are destined for, the enemy," were declared to be contraband of war, and it was explained in an official declaration, simultaneously published, that they would be regarded as "unconditionally contraband." This extension of the doctrine of contraband of war was aggravated by the assertion on behalf of the Russian Government that the captor of a neutral ship is within his rights if he sinks it, merely for the reason that it is difficult or impossible for him to convey it to a national port for adjudication by a prize court. The Marquess of LANSDOWNE at once wrote expressing his surprise that rice and provisions were treated as unconditionally contraband, a step which was inconsistent with the law and practice of nations, and that with regard to coal, the Russian Government had always refused to recognize it as contraband of war. The Russian Minister, in reply, stated that he hoped that a solution would be reached which would satisfy his Majesty's Government, but at the same time he was unable to admit the principle that in no case could provisions be regarded as contraband if addressed to a private individual in the enemy's country; that new instructions had been sent admitting the conditionally contraband character of articles used for peaceful as well as warlike purposes, but that horses and beasts of burden must still be considered as absolutely contraband. In reply, Lord LANSDOWNE urged that the principle of conditional contraband could not be logically withheld from coal, that large exports of coal from England to Japan took place, and that the fact that Russia and Japan were at war was not a sufficient reason why the commerce between Great Britain and Japan should be rendered dangerous and even prohibitive. A similar observation was made with regard to cotton. The correspondence ends with the understanding that the Russian Government do not in future intend to treat rice and provisions as unconditionally contraband of war, though they are not necessarily free from seizure because they are addressed to private firms or individuals in the enemy's country, as they may in reality be intended for the military or naval forces of the enemy. The extension of the same principle to coal and cotton has not so far been admitted by the Russian Government.

Ordering and Not Paying for Meals.

KEEPERS of restaurants or eating-houses have always suffered from the evil practices of persons who, after ordering and consuming a meal, are found to be wholly unable to pay for it. One DANDO, at the commencement of the reign of her late Majesty Queen Victoria, was the terror of the oyster merchants in London. He could eat more oysters than any of his contemporaries, and he never had a farthing to pay for them. The criminal law seems to have regarded such offenders with indulgence. They could not be dealt with summarily, except possibly as rogues and vagabonds, and an indictment at the assizes or sessions was an expensive and unsatisfactory proceeding. Again, the prosecutor in an indictment for false pretences had generally to rely on a false pretence by conduct, for the defendant who ordered food and could not pay for it was not usually questioned as to his means, nor was any statement made by him as to whether he had the means of paying. The law has to some extent been altered. The defendant on a charge of false pretences may be tried summarily, with his consent, or may be convicted summarily if he pleads guilty; and in the case of *Reg. v. Jones* (1898, 1 Q. B. 119) the Court for Crown Cases Reserved held that a defendant, who had ordered a meal at a restaurant, who had made no verbal representation at the time as to his ability to pay, nor was questioned with regard to it, and who in fact had no means of paying, could be convicted of obtaining credit by means of fraud within the meaning of section 13, sub-section 1, of the Debtors Act, 1869. But the court held that he could not be convicted of obtaining goods by false pretences. It seems to us that too sharp a line

was drawn between a cash transaction and a dealing upon credit. A slight indulgence to a customer who drinks a glass of beer before putting down the money does not convert a dealing for ready money into a dealing upon credit. Can the additional time required for the consumption of a plate of food constitute a material difference? Much inconvenience will arise if this distinction is continued. In a similar case, recently heard by one of the metropolitan police magistrates, he is reported to have said to the prosecutor—"Why don't you ask for your money beforehand; you have your own remedy?" This is a demand which could hardly be insisted upon by the ordinary keeper of a coffee-house. We have more sympathy with the observation of the magistrate that it was a great pity that he had not power to deal with such a case summarily, for if the case were to go for trial, it would cost the country £25 or £30 in a matter involving a few pence.

Windmills and the Workmen's Compensation Act.

THE QUESTION was recently raised in a county court whether a windmill used for grinding corn is a "factory" within the meaning of the Workmen's Compensation Act, 1897. A man met with a fatal accident in such a windmill, and his widow claimed compensation under the Act, but Judge WILLIS disallowed her claim on the ground that the mill was not a factory, and that, therefore, the deceased man's employment did not come within the Act. Now, the Act applies to employment in, on, or about a "factory"; a "factory" is to have the same meaning as in the Factory and Workshop Act, 1901. By this last-mentioned Act the word "factory" includes any premises wherein any manual labour is exercised by way of trade, in the making of any article or the adapting for sale of any article, and wherein steam, water, or other mechanical power is used in aid of the process. The first point is whether the grinding of corn into flour is the making of an article or the adapting of an article for sale. It is submitted that it must be one or the other. Is the flour a different article from the corn before it is ground? If it is, then it has been "made" out of the corn. If it is not, then the corn by being ground has been "adapted for sale" in the form of flour. It is hard to see how this argument can be refuted. The next question is whether "steam, water, or other mechanical power" is used to drive the machinery of a windmill. These words seem to include some means of setting machinery in motion other than animal power, or hand power applied by a human being, and *ejusdem generis* with steam or water: see *Willmott v. Paton* (50 W. R. 148; 1902, 1 K. B. 237). Now, probably it will not be disputed that electricity and gas and oil used as motive powers are *ejusdem generis* with steam. Surely the wind is *ejusdem generis* with water. In hilly places water may be utilized as a power by merely bringing a water-wheel into contact with a natural fall of water. Is not this parallel with putting a different kind of wheel—i.e., the sails of the windmill—in such a position as to be moved by the natural action of the wind? The judge refused to adopt this view, because, as he said, no one can control the wind. But, although no one can make the wind move in the direction he wishes it to move, as can be done in the case water, the harnessing the wind to the windmill so that it works the sails from whatever direction it blows, is, it is submitted, a very effective controlling of the wind. The claimant in this case ought to have an excellent chance of success on appeal.

A Point Under the Workmen's Compensation Act.

AN INTERESTING point under the Workmen's Compensation Act, and by no means an easy one, came before the Court of Session in Scotland lately by way of appeal from the award of a sheriff-substitute in the case of *Brown v. London and Edinburgh Shipping Co.* The claimant was the widow of a man employed by a stevedore in discharging the cargo of a ship at a quay, and her claim was in respect of the death of her husband by an accident arising out of his employment. The facts were somewhat remarkable. The man was employed on the quay, and it was no part of his duty to go upon the vessel. Another man, however, in the same employment, whose work lay in the hold of the vessel, became unconscious from the effect of inhaling carbonic acid gas generated from a consignment of artificial manure. Hearing that his fellow workman was lying

unconscious in the hold, the first-mentioned man went on board, tied a handkerchief round his mouth, and was lowered into the hold to try and rescue his comrade. Unfortunately, his brave attempt to save life only resulted in his own death by suffocation, and both men died. The widow's claim was resisted on the grounds that the death did not arise from an accident at all, nor from an accident arising out of, and in the course of, the deceased man's employment. The sheriff-substitute, however, allowed the claim, and made an award in the widow's favour. On appeal, the Court of Session was divided in opinion, but by a majority upheld the award. Now, it is arguable that there was no accident here at all. The man clearly knew he was doing an act of great danger, and he voluntarily took a risk, so that his coming in contact with the poisonous gas was in one sense no accident at all. But when an emergency arises in a factory, is a man to do nothing to protect life or property except what he is expressly paid to do? If so, not only may life be sacrificed, but the employers' property may be burned to the ground or otherwise destroyed. If a truck on a tramway at a quarry runs away (as often happens), is a workman acting within the scope of his employment in attempting to stop it, and so, perhaps, to save life or property from destruction, even although it is no part of his duty to attend in any way to the trucks? It is submitted that it is within the scope of his employment to attempt to avert such disasters; and that if in the attempt he is injured, he is injured by an accident arising out of his employment. Literally, perhaps, there was no "accident," but from a common sense and broad point of view, the incident had most of the features of an accidental death. In fact, it is construing the word very narrowly to say that in such cases there is no accident because the danger was voluntarily encountered. At the same time, it must be admitted that there is much to be said on the other side. It will be interesting to see how the House of Lords deals with the question if it is submitted to them; but from the point of view of public interest and general welfare, it is to be hoped that the decision of the Court of Session will be supported. It would be extremely unfortunate if men were discouraged from running such risk by the knowledge that if they are injured, their families may starve.

Payment of Members of Parliament.

THE GENERAL common law right of members of the House of Commons to payment for their services has never been extinguished by statute, although the statutory right of Welsh members, conferred on them by 35 Hen. 8, c. 11, was abolished by the repeal of that statute in 1856 by 19 & 20 Vict. c. 64, which repealed 120 Acts "not in use." Sir WILLIAM ANSON, in his book on the Constitution (Part I., at p. 123), observes that "Lord CAMPBELL, writing in 1846 (*Campbell's Lives of the Chancellors*, vol. 3, p. 420), expresses an opinion that "the common law right survives, and that a member might still insist upon the wages fixed by ancient custom." "But," adds he, "it may be doubted how far the old liability would attach to the new constituencies created by successive Reform Acts." It is true that the index to Lord CAMPBELL'S *Lives* gives references to the subject, but neither on the pages referred to nor on any others, either of the first or second editions (both editions containing the misleading references)—not even in the life of Lord NOTTINGHAM, who in 1681 "decided in favour of a member for Harwich who sued his constituents for wages"—have we been able to discover any such expression of opinion. The common law right was to 4s. a day for a county, and 2s. a day for a borough, member (see *Coke's Institutes*, Part IV., cap. 1, on the "High Court of Parliament"), and we cannot see how an action by an English member against the sheriff of every county or borough being a county of itself, for these "wages" has ceased to be maintainable. They are recognized by a still unrepealed statute—6 Hen. 8, c. 16—by which members may not depart from Parliament without licence of the Speaker "upon payn to evy of them so departing, to loose all thos sômes of money whiche he ought to have hadd for his wages": see this "Act Conc^e Burgeses of the Pliaiment," printed at length in the first volume of the second edition of the *Revised Statutes*, published by authority in 1888 as a "cheap edition for the use of the public, and in particular for sale to public

libraries accessible to working men" (see the preface). And as for lapse of right by disuse, the right of appeal by wager of battel was judicially recognized so recently as 1819 in *Ashford v. Thornton* (1 B. & Ald. 405), and such a right was infinitely more absurd than payment of Parliament men could ever be.

Debts Secretly Incurred by a Wife.

THE LAW of husband and wife seems now and then to press hardly upon the poorer classes. A workman who sought advice in the South-Western police-court complained that his wife was extravagant, had contracted debts with tradesmen without his knowledge, and that on the previous day a large part of the furniture had been removed from his house under a warrant of execution from the county court for goods supplied to his wife. When it was urged that he should have given notice to the tradesmen that he would not be responsible for the debts of his wife, he answered that he had no notice of the debt for which execution was issued and that the county court summons was not delivered to him personally, but to his wife. This is in accordance with ord. 7, r. 11, of the County Court Rules, 1903, by which service of an ordinary county court summons may be effected by delivering it to some person, apparently not less than sixteen years old, at the house or place of dwelling of the defendant. It would, of course, be more than likely that a wife who had incurred debts in secret should neglect to inform her husband of a summons served upon her in respect of those debts. It may be urged that, even when the defendant does not appear, the plaintiff must prove his case, and that a judgment given in the absence of the defendant may be afterwards set aside and a new trial ordered. But we think that there is strong ground for requiring personal service on the defendant in every case where he is sought to be made liable through the agency of a third person.

Damages for Alienation of Affection.

AMERICA, as usual, leads the way towards the establishment of women's rights on a recognized, not to say commercial, basis. We read in the daily press that a Brooklyn jury has awarded to a distressed lady the sum of £10,000 by way of damages for the alienation by the defendant, a spinster of 56, of the affections of the plaintiff's husband. In the absence of a technical report, we are left in doubt as to how the action was framed, whether the claim was for trespass and conversion, or for wrongfully inducing the husband to break his contract to "love, honour, and cherish" the plaintiff. There does not appear to have been any divorce, so the sum awarded was not in the nature of damages given against a co-respondent. He would be a bold man who would advise a client to commence an action on such lines in this country. Human affections are not yet regarded here as an asset sufficiently substantial to form the basis of a claim for conversion, and though our law has lately gone to some lengths in the direction of giving damages for inducing a breach of contract, we can hardly think that the contract of marriage would *per se* give rise to such a claim. Imagination totters at the idea of one of our more austere judges listening patiently to a defence in mitigation of damage to the effect that the plaintiff should not have expected to retain indefinitely her husband's affection, which is in its nature one of those commodities *quæ usu consumuntur*. But so long as our juries are hampered by the direction of a judge, there is not much chance of actions on these lines becoming common amongst us.

In the House of Commons, on the 16th inst., Mr. MacNeill asked the First Lord of the Treasury whether Sir Francis Jeune still continued to discharge the duties of Judge Advocate-General; if not, when did he resign that position, and by whom were the duties appertaining to the office of Judge Advocate-General discharged; and whether, having regard to the fact of the importance of the revision of the sentences of courts-martial and the adjudication of questions of military law to the liberty of the subject, it was contemplated to restore the office of Judge Advocate-General to its former position of a Ministerial office whose holder would be responsible to Parliament and subject to Parliamentary criticism for his official acts. Mr. Balfour said Lord St. Heliers still discharges the duties of Judge Advocate-General. I have no statement to make at present as to any change in the office. Mr. MacNeill: Is the right hon. gentleman aware that the duties have never before been discharged by a peer? Mr. Balfour: I was not aware of the fact. But it does not seem to me very important.

The Income of Unauthorized Securities Properly Retained.

THE decision of WARRINGTON, J., in *Re Chaytor* (53 W. R. 251; 1905, 1 Ch. 233) follows *Re Thomas* (40 W. R. 75; 1891, 3 Ch. 482) in overriding the distinction which NORTH, J., attempted to establish in *Re Sheldon* (37 W. R. 26, 39 Ch. D. 50), and enforces the technical rule under which a tenant for life is not allowed to receive the income of unauthorized securities, the retention of which is permitted by a testator, unless there can be found in the will a gift of the income of the property *in specie*. This rule may be said to be founded upon the general principle adopted by the court that where, as between tenant for life and remainderman, property ought to be converted, the benefits taken by the respective parties shall be determined accordingly, even though conversion has not taken place. Hence the property is to be valued as at the testator's death, and the tenant will be allowed only 3 per cent. on this value, while the remainder of the actual income is capitalized.

The principle appears to be primarily applicable to property of a wasting nature, in respect of which, if the tenant for life receives the actual income, he gains a benefit at the expense of the remainderman. The court requires that the property shall be converted, or, at least, shall be treated as converted, in order to put the parties upon an equal footing. And conversion is equally required where the property is reversionary, so that, apart from conversion, the benefit would be with the remainderman. Both cases were dealt with by Lord ELDON, C., in his judgment in *Howe v. Earl of Dartmouth* (7 Ves. 137). "If," he said, "in this case it is equitable that long or short annuities should be sold to give every one an equal chance, the court acts equally in the other case; for those future interests are, for the sake of the tenant for life, to be converted into a present interest, being sold immediately in order to yield an immediate interest to the tenant for life. As in the one case, that in which the tenant for life has too great an interest is melted for the benefit of the rest, in the other, that of which, if it remained *in specie*, he might never receive anything, is brought in, and he has immediately the interest of its present worth."

And where property, though not of a wasting nature, is hazardous, or, if that word is too strong, is not in such a state of investment as is conformable to the trusts of the will, there is equal reason for converting it, and for depriving the tenant for life of any advantage which he gains by leaving it unconverted. The duty of the trustees is to effect a conversion at the earliest convenient time, and the tenant for life ought not to profit by their neglect of this duty. But, alike in regard to wasting property and in regard to unauthorized securities, this result seems to be founded primarily upon the duty of the trustees to convert. The testator may bequeath the property in such terms that it is clear he means it to be enjoyed specifically by persons in succession (*Bethune v. Kennedy*, 1 My. & Cr. 114), and it is the same if, while conversion is contemplated ultimately, it is put off for a definite period. There is then no duty on the trustees to convert, and there is no ground for the court to interfere and to reduce the interest of the tenant for life upon the footing of a conversion having taken place. Hence, where a bequest of residue included leaseholds and long annuities, and the testator directed that conversion should take place after the death of the tenant for life, the tenant for life was entitled to the income *in specie*: *Alcock v. Slopers* (2 My. & K. 699). In that case LEOCH, M.R., observed that the true principle of *Howe v. Earl of Dartmouth* (*supra*) is that where a testator gives his residuary property in succession, it is *prima facie* to be intended that he means that the same property which is given to the tenant for life should go to those entitled in remainder, and to effect this general purpose any wasting property must be sold and converted into permanent property. But although this is inferred to be the *prima facie* intention of the testator, yet "it may plainly appear upon the whole context of the will that the testator had not that meaning, but that his intention was that the tenant for life should derive the same income from the residuary estate as he had himself derived from his property up to the period of his death."

The case appears to be clear, then, where the testator gives

his residuary estate in succession, and either directs an immediate conversion or gives no direction as to conversion at all. In the latter case the court infers that he intends an immediate conversion and orders the rights of the tenant for life on this footing. And so, too, the case is clear if conversion is postponed for a definite period. Neither the trustees nor the court can convert actually or notionally in the meantime, and the tenant for life takes the actual income. But a difficulty arises where the testator takes an intermediate course and, although he directs conversion, yet authorizes his trustees to postpone it, and the rule appears to be that in this case the mere postponement of conversion does not entitle the tenant for life to the actual income. To attain this result, there must be a gift of the actual income during postponement. The leading case on this head is *Brown v. Gellatly* (15 W. R. 1188, L. R. 2 Ch. 751), where a testator, whose property included ships, directed his executors to convert his personal estate when and in such manner as they should see fit, and he empowered them to sail his ships for the benefit of his estate until they could be satisfactorily sold. "With regard to the ships," said CAIRNS, L.J., "the testator has put them simply in the position of property which was to be converted cautiously, and in proper time, and as to which there was no breach of trust in the executors delaying to convert it, but which was, when converted and when invested, to be enjoyed as the residue of his estate. In that state of things, a value must be set upon the ships as at the death of the testator, and the tenant for life must have 4 per cent. on such value, and the residue of the profits must, of course, be invested and become a part of the estate." This 4 per cent. is now reduced to 3 per cent.: *Re Woods* (*supra*).

The case of property in ships may be regarded both as a wasting and a hazardous security, and the above case shews that where the postponement is simply for the purpose of convenient realization, the result is the same as where conversion is directed at once. But the case does not seem to be the same where a testator authorizes an indefinite postponement of conversion, or, which is the same thing, the retention of the particular property, and it might well have been held that in such a case the testator intended, as he probably did, that the tenant for life should take the actual income. In *Porter v. Baddeley* (5 Ch. D. 542), where a testator, whose estate included long annuities, authorized his trustees to retain his investments, HALL, V.C., held that this was too general a provision to be applicable, as between the beneficiaries, to that part of his estate which consisted of terminable annuities. But this went very near to altering the will which the testator had made, and in *Re Sheldon* (*supra*) NORTH, J., declined to extend it beyond a case of wasting property. In the latter case a testator empowered his trustees, at their discretion, to continue all or any part of his personal estate in its existing state of investment or otherwise to convert the same and invest the proceeds in specified securities. NORTH, J., held that the tenants for life were entitled to receive the income of the retained securities, and he distinguished *Porter v. Baddeley* upon the ground that that case related to wasting securities. The same principle, he said, did not seem to apply to securities which were of a permanent nature, though they might be hazardous.

And it would seem, indeed, to be reasonably clear that when a testator authorizes the indefinite retention of securities which he has himself selected, they become authorized securities for the purpose of the trust, even though they are not investments which the trustees might themselves select. A testator may well decline to give to his trustees the liberty of investment which he has exercised himself, but if he is satisfied with his own investments, and does not wish them to be disturbed, and intimates this in his will, the natural conclusion is that the trust estate, so far as such investments are concerned, is to be treated as properly secured, and the actual income should go to the tenant for life. Why should the court interfere to disturb the testator's own arrangement? It may be observed that *Brown v. Gellatly* (*supra*), so far as regards the investments other than ships which were there in question, does not seem to require such interference. In *Re Thomas* (*supra*), however, KEKEWICH, J., declined to hold that where a direction to convert was followed by

a power to retain existing securities, the tenant for life was, without more, entitled to the actual income. But inasmuch as the will gave to the tenant for life the income of the residuary estate generally, he held that this was a gift of the income of the estate in its actual state of investment. In *Re Woods* (1904, 2 Ch. 4), the point before the court related to wasting securities, and the decision of KEKEWICH, J., in that case does not carry the matter any further. In the recent case of *Re Chaytor* (*supra*) however, WARRINGTON, J., has held that the rule applicable to wasting securities applies equally to investments authorized to be retained which are not proper for original trust investments; and, where there is a trust for sale with a power to retain existing securities, this does not give the tenant for life the actual income. There must, for this purpose, be in the will a gift in some shape of the income pending conversion. Of course in all properly-drawn wills such a gift is expressly inserted, but it is singular that the doctrine of the court should have set itself against what, it may safely be said, is the general intention of testators.

Reviews.

County Court Practice.

THE ANNUAL COUNTY COURTS PRACTICE, 1905. Edited by WILLIAM CECIL SMYLY, K.C., LL.B. (Cantab.), Judge of County Courts, and WILLIAM JAMES BROOKS, M.A. (Oxon.), Barrister-at-Law. VOL. I.: CONTAINING THE JURISDICTION AND PRACTICE UNDER THE COUNTY COURTS ACTS, THE BILLS OF EXCHANGE ACT, THE EMPLOYERS' LIABILITY ACT, AND THE WORKMEN'S COMPENSATION ACTS, AND THE STATUTES, RULES OF PRACTICE, FORMS, AND TABLES OF FEES AND COSTS. VOL. II.: CONTAINING THE JURISDICTION AND PRACTICE UNDER ACTS OTHER THAN THOSE ACTS; TOGETHER WITH THE STATUTES, RULES OF PRACTICE, FORMS, AND FEES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The editors refer in the preface to this edition to the extension of county court jurisdiction which is now in force under the County Courts Act, 1903, and to the changes of procedure which have been introduced, largely in reference to this extended jurisdiction, by the rules of 1904. The courts, they observe, to which the larger additions of work will be made by the Act are the very courts in which already the business can only be got through by constant pressure and long and late sittings at great inconvenience to those who are compelled to attend the court professionally and to the overworked staff. Its success, therefore, it is further remarked, will in great measure depend upon whether those courts are given, either by the limitation of their places of sitting or by judicial help, time to deal with the additional work thrown upon them. There is doubtless much force in these remarks, but it is not in all county courts that undue pressure exists, and the present state of affairs is only experimental. It is too early to speak yet of the effect which the new Act has produced, but with increased work there will have to come increased judicial and other power, so soon as it is known where this is really required.

The general scope and arrangement of the Annual County Courts Practice is too well-known for the work to need any detailed examination. The jurisdiction and practice of the county court is explained in the body of the work, where the effect of the cases is given, while at the end the reader has the advantage of being able to consult the text of the Acts and rules, unincumbered by notes, but furnished with copious references to the earlier portion. The practical nature of the information given is shewn by such a chapter as that on Rules of Evidence (vol. 1, p. 282), where the practitioner will find valuable guidance both as to evidence generally and as to the special evidence required in particular actions. The arrangement of the numerous matters which make up the jurisdiction of the county courts is excellent, and the editors appear to have successfully brought the work up to date, though the recent reversal of the judgment of the Divisional Court in *Bow v. Hart* (1904, 2 K. B. 693), referred to in vol. 1, p. 471, shews that the most careful editors cannot be prophets as well. Hence the advantage to the practitioner of the yearly edition.

Motor-cars.

THE LAW AFFECTING MOTOR-CARS—THEIR USE AND CONSTRUCTION. INCLUDING EXCISE DUTIES AND THE USE OF PETROLEUM. By WILLIAM LUCAS, Barrister-at-Law, and ALBERT C. CRANE, Solicitor. Reeves & Turner.

In many respects this book will be found useful. The law of negli-

gence is carefully set out; there is a neat table of principal offences; the full text of many needed Acts (including Excise Statutes) and Local Government Board Regulations (including the Heavy Motor-car Order of December, 1904) is given; and there is a very good index, from which, however, under "Motor-car," a reference to its important definition by the Locomotives on Highways Act, 1896, has been omitted—the authors contenting themselves with "Definition, statutory, of Motor-car"—as also have "automobile" and "chauffeur." But we observe with regret that there are no cross-references from the Acts and regulations to the text, and, with surprise as well as regret, that there are no marginal notes either to the Acts or to the regulations, except to the Heavy Motor-car Order. Even the scanty marginal notes with which the King's Printers have furnished the Acts with "guides to a hasty inquirer" (see *per* Willes, J., in *Claydon v. Green*, L. R. 3 C. P. 322) have been omitted. Moreover, no dates (with a very few exceptions, such as *Manzoni v. Douglas*, (1880) 6 Q. B. D. 145), are given to the cases cited, except where the more recent Law Reports have supplied a date.

Books Received.

A Concise Treatise on the Law of Wills. By H. S. THEOBALD, K.C. Sixth Edition. Stevens & Sons (Limited).

The English Reports, Vols. 47 and 48: Chancery 27 (Rolls Court), containing Cooper T. Brougham, Donnelly, C. T. Cooper (Cooper's Practice Cases), Cooper T. Cottenham vols. 1 and 2, Hall & Twells vols. 1 and 2, Tamlyn, Keen vols. 1 and 2, Beavan vols. 1 and 2. William Green & Sons; Stevens & Sons (Limited).

The Taxation of Site Values and Cognate Subjects. With Special Reference to the Report of the Royal Commission on Local Taxation, and the Land Values Assessment and Rating Bill, 1904. By GEORGE BEKEN, Fellow of the Surveyors' Institution. George Beken & Co.

The Case for Partnership Assurance: An Analysis of its Advantages and a Submission of a New and Equitable Principle for Apportioning the Premium Payments to Each Partner. With Illustrations in Simple and Complicated Instances. By T. P. WANSBROUGH. Preface: An Opinion on the Question of the Legal Insurable Interest of Partners in the Lives of Each Other. By J. V. VESEY FITZGERALD, K.C. Charles & Edwin Layton.

Cases of the Week.

Court of Appeal.

KAY v. BRITISH WESTINGHOUSE ELECTRIC AND MANUFACTURING CO. (LIM.). No. 1. 17th Feb.

MASTER AND SERVANT—PERSONAL INJURY—UNPROTECTED SWITCH-BOARD—COMMON LAW LIABILITY ON MASTERS TO PROTECT SERVANTS AGAINST UNNECESSARY RISK—NEGLECT OF MANAGER—DANGER KNOWN TO THE DIRECTORS—LIABILITY OF LIMITED COMPANY.

Application by the defendants for a new trial or judgment in an action tried before Jelf, J., and a special jury at Manchester Assizes. The action was to recover damages for injuries received by the plaintiff from accidentally falling against a switch-board used for the purpose of regulating the electric light. The statement of claim alleged that the defendants had failed to discharge the statutory duty imposed on them by section 10 (c) and (d) of the Factory and Workshop Act, 1901, in that they had omitted securely to fence all the dangerous parts of the machinery in their factory, and alternatively that they were liable at common law for negligence. The defendants denied that the switch-board or the blades thereof constituted dangerous machinery at all within the meaning of the Act of 1891, and alternatively that if the switch-board or blades thereof were in an unsafe and dangerous or improper condition, such condition existed without any default or neglect on their part (as they were a limited company duly registered), but solely by reason of the neglect of their manager or of the foreman of the department, whose duty it was to see that the switch-board was in a safe and proper condition, and who were skilled and competent for their work and duty. The manager and foreman being fellow servants of the plaintiff, the doctrine of common employment applied, and therefore the company was not liable to the plaintiff. The jury awarded the plaintiff £850, and the company appealed on the ground of misdirection. It was conceded that the plea of common employment would be a good defence to the common law claim if the facts supported it, and the appeal was substantially argued on this point.

COLLINS, M.R., in giving judgment, said the learned judge in summing up the case to the jury had referred to Lord Herschell's judgment in *Johnson v. Lindsay & Co.* (1891, A.C. 371), where the learned lord laid it down that the contract between employer and employed involved on the part of the employer the duty of taking reasonable care so to carry on his operations as not to subject those employed by him to unnecessary risk. That obligation was not removed because the employer was a limited liability company and had to act through directors. [See also judgment of Lord Cairns in *Wilson v. Merry* (L. R. 1 H. L. Sc. 326).]

If the negligence of the manager and the knowledge of his negligence was brought home to the directors of a limited company they could not rely on the fact that they had substituted him for themselves, because the antecedent underlying obligation to supply adequate materials and resources remained, and there was an obligation on them to rectify the mistake. In the present case the evidence showed that the attention of the company had been drawn to the danger by a notice from an inspector of the Board of Trade, and that the matter had been laid before the board. There was here, therefore, abundant evidence of negligence on the part of the manager inadequately repressed by the directors. The appeal failed on this ground, and it was unnecessary to give any opinion on the question as to machinery.

MATHEW and COZENS-HARDY, L.J.J., gave judgments to the same effect. Appeal dismissed.—COUNSEL, *H. Dickens, K.C.*, and *Ellis Hill; Langdon, K.C.*, and *Edward Acton*. SOLICITORS, *Watson, Sons, & Room*, for *Norton & Howe*, Manchester; *Taylor, Rowley, & Lewis*.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

Re BUTTON. Ex parte VOSS. No. 2. 3rd Feb.

BANKRUPTCY—PARTIALLY-SECURED CREDITOR—PETITION—VALUE OF SECURITY—UNDervalUE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 6, SUB-SECTION 2.

This was an appeal from a receiving order made by Mr. Registrar Giffard. On the 31st of March, 1904, the debtor gave a promissory note to William Voss for £300, payable at four months, for money lent, and the loan was secured by a charge on certain leasehold premises in Bethnal Green. On the 7th of October Voss obtained judgment against the debtor for the amount of the debt with interest and costs, and on the 4th of November he served a bankruptcy notice on the debtor in respect of the judgment (£316 18s. 2d.). On the failure of the debtor to comply with this bankruptcy notice, Voss presented a bankruptcy petition against him, and stated in the petition that he held security for the debt, and that he estimated the value of the security at £265, thus leaving a balance of £51 odd unsecured. The debtor opposed the petition upon the ground that the security was sufficient to pay the creditor in full, and that there had been no proper estimate within sub-section 2 of section 6 of the Bankruptcy Act, 1883. The registrar made a receiving order upon the petition. The debtor appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—Having regard to his affidavit it seems to me impossible to say that the creditor has not complied with the requirements of section 6 (2) of the Bankruptcy Act, 1883. He has given an estimate, and his estimate is such that it is impossible to say that it is a mere sham. I think that it was the intention of the sub-section, which throws the duty of making an estimate on the petitioning creditor, to avoid inquiries as to the value of the security. It is said that that could not have been the intention of the Legislature because it would enable an unscrupulous petitioning creditor to undervalue his security for the purpose of obtaining a receiving order, though he was either fully secured or secured to such an extent that the unsecured portion of the debt would not be sufficient to support a bankruptcy petition. The answer is that the petitioning creditor makes the estimate at his own risk and, though when the bankruptcy comes sub-section 2 may not apply, he cannot take any benefit in the bankruptcy except on the basis of that estimate. I doubt whether a petitioning creditor ought to be allowed to alter his estimate in any circumstances, though he is not bound by it in the sense that the trustee in bankruptcy is entitled to redeem the security at the value stated in the petition.

ROMER, L.J., concurred.

STIRLING, L.J., delivered judgment to the same effect.—COUNSEL, *Tindale Davis*; *Frank Mellor*. SOLICITORS, *M. Edward Williams & Co.*; *R. Voss & Son*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

MAGUIRE v. MAYOR OF LIVERPOOL. No. 2. 15th and 16th Feb.

LOCAL AUTHORITY—HIGHWAYS—REPAIR—NEGLECT TO REPAIR—LIABILITY—INDICTMENT—DAMAGES—LIVERPOOL IMPROVEMENT ACT, 1846.

This was an appeal by the defendant corporation against a decision of the judge of the Court of Passage at Liverpool. The facts were thus stated by the learned judge in his judgment: The plaintiff's horse and trap were, on the 5th of November, 1903, being driven down Brownlow-hill, a public highway in the city of Liverpool. At a point in Brownlow-hill, where it is entered by Blake-street, there is a crossing made by slabs of stone placed in the roadway. On the lower side of the crossing, near one of the slabs of stone, a hole had been formed, described as being five inches in depth and shelving up to three inches, and nine inches across. Into this hole the plaintiff's horse put its foot, fell on its knee, and received such injuries that it had to be destroyed, with consequent agreed loss to the plaintiff of £24. The action was brought to recover that amount from the defendants. It was not contended by the defendants that the driver had been careless, and the want of repair was admitted. But it was contended that the evidence proved only non-feasance on the part of the defendants, not misfeasance, and the judge held that there was no evidence of misfeasance. It was contended for the defendants that, this being so, they were not liable. Down to 1830 some of the roads in Liverpool were repairable by the corporation and the others were repairable by the inhabitants of the parish. By an Act passed in 1830 the duty of repairing all the roads was transferred to commissioners appointed by the Act. That Act was repealed by the Liverpool Improvement Act, 1846. By section 36 of that Act the corporation were made the surveyors

of the highways within the borough and were invested with all the powers, and made subject to all the liabilities, of surveyors of highways. Section 37 vested in the corporation the control and management of the streets and pavements and the materials of the footways and carriage-way. Section 38 enacted that it should be lawful for the council to cause all the street so vested to be formed, paved, and flagged, and the ground thereof to be raised, lowered, or altered in such manner and with such materials as they should think proper, and to cause such streets, &c., to be repaired from time to time as might be required. The provisions of those sections are similar to those of the Public Health Act, 1875, under which it has been held that a public authority is not liable for non-feasance. But the Act of 1846 provided also by section 58 that the corporation should be liable to be indicted at common law for the want of sufficient repair of any public highway within the borough, in the same manner as any person or persons liable to the repair of such highway was or were before the passing of the Act. The judge, on the authority of *Hartnall v. The Ryde Commissioners* (4 B. & S. 361), a case which he said had never been overruled, though it had been disapproved, held that the defendants were liable, and gave judgment for the plaintiff for the agreed amount, with costs. The defendants appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—It is obvious, from a perusal of the judgment in the court below, that the judge would have arrived at a different conclusion if he had not felt himself bound by the decision in *Hartnall v. The Ryde Commissioners* (4 B. & S. 361). It is said on behalf of the appellants that, if the decision in *Hartnall v. The Ryde Commissioners* has not been overruled, it has been commented on in the House of Lords, and particularly by Lord Herschell in the case of *Cowley v. The Newmarket Local Board* (1892, A. C. 345), in such a way as to cast great doubt upon its authority. For myself, I do not think we need go the length of saying that *Hartnall v. The Ryde Commissioners* has been overruled. It is a decision which is based upon a particular Act of Parliament, and it may be doubted whether the Court of King's Bench in that case intended to lay down the general principle that has been attributed to them, or intended to say that any principle laid down by them applied invariably in all cases of liability to repair highways imposed by Act of Parliament. If the court did, however, mean to lay down any such general principle, it would seem to be inconsistent with the subsequent decision of the House of Lords in *Cowley v. The Newmarket Local Board*. It is difficult to see how the House of Lords could have come to the conclusion at which they did arrive in that case consistently with *Hartnall v. The Ryde Commissioners*, if the last-mentioned case really did lay down a general proposition with respect to highways. Having regard to the decision in *Cowley v. The Newmarket Local Board* I think that we may act upon the assumption that *Hartnall v. The Ryde Commissioners* is no longer good law, at all events if it is right to assume that it did lay down a general proposition with regard to the liability in respect to the repair of highways. In this case our duty is to look at the Act of 1846 and consider what is the liability of the corporation in respect to this action which is brought against them for damages for injuries sustained by reason of a highway being out of repair. Notwithstanding what was urged on behalf of the appellants, I think that there is no evidence of any misfeasance on the part of the corporation, and I can see nothing in the case of *The Mayor of Shore-ditch v. Bull* (20 T. L. R. 254), which was cited in support of this contention, to compel us to arrive at any other conclusion. The particular point which the court has to consider in the present case is whether the liability which is imposed on the corporation by the Act of 1846 is a liability which can only be enforced by the Crown by means of an indictment, or whether it is enforceable also by a civil action as a liability coming within the rule that where statutory duties are laid upon a public authority, in the case of any individual suffering damage by reason of the neglect of the public authority to perform those duties thrown on them by statute, an action would lie by that individual member of the public who has sustained injury by reason of such neglect. The court has to decide within which of these two rules according to the true construction of the Act of 1846 this corporation comes. In my opinion the corporation comes within the former proposition, and not within the latter. There has been transferred to the corporation by the Act of 1846 the same duty of repair and the same liability which, ordinarily speaking, is incurred by the inhabitants of a parish in respect to the maintenance of roads in repair. The provisions in the Act of 1846 are substantially the same as the provisions in the Public Health Act, 1875, which was discussed in *Cowley v. Newmarket Local Board*. The general principle to be drawn from that case is that where the liability of the inhabitants to repair roads is transferred by statute to a new body, the object of the Legislature being the convenience of carrying out the work, the Act of Parliament ought not to be held to alter the liability of those upon whom for convenience the carrying out of the work is thrown, unless there is evidence of a distinct intention on the part of the Legislature to create a new liability. If we apply that principle here the result is that we ought to say that the corporation are not liable to be sued by an individual any more than the inhabitants of a parish would have been. It is said, however, that the provisions of section 58 would cover the liability of a person liable to repair, not by common law, but by the doctrine of *ratione tenure*, and that therefore we ought to find a distinct intention on the part of the Legislature to create a further liability in this case. I cannot agree that anything in that section is sufficient to make the court find that. On the contrary, I think that this Act was manifestly passed for convenience in carrying out this duty by a public body for the public, and in these circumstances the presumption against the contention of the appellants is rather stronger than weaker. For these reasons I think this appeal must be dismissed.

ROMER and STIRLING, L.J.J., delivered judgments to the same effect.—COUNSEL, *Pickford, K.C.*, and *Oulton*; *Danekeverts, K.C.*, and *E. Stewart Brown*. SOLICITORS, *F. Venn & Co.*, for *Edward R. Pickmere*, Town Clerk of Liverpool; *Chas. Russell & Co.*, for *T. Maguire*, Liverpool.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

HOOPER v. HERTS AND WHATTON. Kekewich, J.
15th and 16th Feb.

MORTGAGE OF SHARES—AUTHORITY TO PLEDGE—REGISTRATION OF TRANSFER STOPPED—REDEMPTION—DAMAGES—RIGHT TO SUE.

This action was brought against the defendant Whatton for a declaration that the plaintiff Hooper was entitled to a charge on certain shares deposited with him, and also for damages for breach of an implied contract on the part of Whatton not to do anything to prevent the registration of a *bona fide* transfer of such shares. The plaintiff was the owner of certain offices in the city, and the defendant Herts, who was the director of a finance company, rented offices from the plaintiff. The defendant Whatton, who was a clergyman, had several financial transactions with Herts, and was frequently at his office. In November, 1903, Herts gave Hooper, in payment of his rent of £150, Whatton's acceptance for £180, which was duly met. About the 8th of January, 1904, the defendant Whatton handed to the defendant Herts the certificate for 1,467 preference shares in the Smelting and Refining Co. of Australia, which stood in the name of Whatton, together with a blank transfer with instructions to borrow as much as he could on the shares. Hooper being approached by Herts to lend money on the security of the shares, lent two sums of £50. On the 13th of January Herts asked Hooper to make a full advance of £700 or £800 on the shares, and produced a letter from Whatton, dated the 13th of January, which was as follows: "With regard to the smelting shares I am anxious to know what you have done or can do. Please don't postpone the matter if you have not already seen about it. One ought to be able to borrow on those shares up to a good value at 4 per cent." Hooper told Herts he could not lend it himself but would endeavour to borrow it from the Mines and Banking Corporation (Limited), who agreed to lend £700 for fifteen days to the plaintiff Hooper on the security of the shares and the plaintiff's own personal liability. The certificate and blank transfer were handed over to the company by Hooper on Herts' authorization, and Hooper paid the £700 to Herts on the 14th of January, who immediately repaid £200 of it to Hooper in discharge of rent and one of the loans for £50. No part of the loan for £700 was ever repaid by Herts, who had since become bankrupt and absconded. The Mines and Banking Corporation pressed Hooper for payment, and on the 25th of March filled in the blank transfer with Hooper's name and sent it to the Smelting and Refining Co., together with the certificate for registration. Intimation of this transfer was given to Whatton, who wrote on the 28th of March that the transfer was not in order, and that they were not to proceed with it, and accordingly the transfer was not registered. The present action was commenced on the 30th of April, but Hooper did not repay the £700 to the Mines and Banking Corporation till August. The value of the shares at the time the registration of the transfer was stopped was about 10s. each, but they had since fallen and were now worth less than 1s. each. The defendant Whatton alleged that Herts had no authority to pledge the shares without consulting him first, and that Hooper knew that Herts had not authority to borrow upon the said shares, and further that Hooper ought not to have deducted the £200 in discharge of debts due from Herts to Hooper, and also that Hooper at the time he brought the action had no cause of action against Whatton for damages as he was only the nominee of the corporation.

KEKEWICH, J., said there were two questions in the case: The first was, whether the defendant Whatton must be taken to have authorized the defendant Herts to use his shares to raise a loan for Herts' own private purposes, which he in fact did, handing the certificates together with a blank transfer to Hooper. Herts wished to borrow £700 on the security of the shares. Hooper could not advance this sum, but tried to borrow the money from the Mines and Banking Corporation (Limited), who were willing to advance that sum if Hooper would be responsible to them. They advanced the money and the certificate and blank transfer were deposited with them. Hooper paid the £700 to Herts, who returned £200 out of it to Hooper in discharge of his own liabilities. The Mines and Banking Corporation required some authority that the shares might be properly pledged by Herts, and Hooper produced the letter from Whatton of the 13th of January which was a clear authority to Herts to raise money on the shares. But from the evidence given by Whatton it was clear that he had had several speculations with Herts, and more than once had given his shares to Herts to pledge. And therefore he must have known perfectly well that Herts would use the certificate and transfer for his own private purposes. The defendant Whatton alleged that Herts was only authorized to raise the money on certain conditions which had not been complied with; that might be true, but he did not communicate this limitation of authority to anyone else. Hooper's position might be illustrated by a passage in the judgment of Lord Herschell in *Thomson v. Clydesdale Bank (Limited)* (1893, App. Cas., at p. 287), when he said: "No doubt if the person receiving the money has reason to believe that the payment is being made in fraud of a third person, and that the person making the payment is handing over in discharge of his debt money which he has no right to hand over, then the person taking such payment would not be entitled to retain the money, upon ordinary principles which I need not dwell upon." Hooper knew that Herts and Whatton had had transactions between them, and not having had notice of anything to lead to the contrary conclusion, he very properly concluded that Herts had full authority to deal

with the shares in the way he did. It was Wharton's own fault if he did not place any limitation upon the authority. Herts on the face of it had ample authority, and Hooper being the transferee of the shares was entitled to a charge upon the shares for the £700. As to costs, Wharton had denied the authority, therefore he was in the same position as a mortgagor who denied the mortgage in a redemption action and he must therefore pay the general costs of the action. As to the second question, in March, 1904, the corporation required the Smelting Co. to register the transfer of the shares to Hooper. Notice of this transfer was sent to Wharton, who at once wrote and said he had not authorized the transfer, which consequently was not registered. If two persons entered into a contract for the sale of certain shares, and afterwards the transfer was stopped by the vendor, he would clearly be liable in damages to the purchaser. Although what the amount of the damages were might be a different matter, nevertheless the action would be maintainable. But the difficulty in the present case was that it was brought at a time when the plaintiff Hooper was not the owner of the shares. The Mines and Banking Corporation could have maintained the action at that time, treating Hooper as their trustee, although they could not maintain it now, as they had been paid off by Hooper. On the 30th of April, the date of the writ, Hooper had not paid off the corporation, and therefore he had no right to be subrogated to their rights against Wharton, and was not in a position to maintain this part of the action; further, he had not at that date sustained any damage, the damage, if any, was sustained by the Mines and Banking Corporation. Therefore this part of the action must be dismissed, but as it was on a technical ground without costs.—COUNSEL, *P. O. Lawrence, K.C.*, and *T. B. Napier; Stewart Smith, K.C.*, and *W. H. Cozens-Hardy; P. J. Boland. SOLICITORS, G. L. Matthews & Co.; Thorpe & Sanders.*

[Reported by R. FRANKLIN STUBBING, Esq., Barrister-at-Law.]

Re THE NATIONAL BANK OF CHINA (LIM. AND REDUCED).
Farwell, J. 14th Feb.

COMPANY—BANK—REDUCTION OF CAPITAL—LOSS AND DEPRECIATION—FOUNDERS' SHARES—ORDINARY SHARES—MONETARY VALUE ABROAD—CANCELLING SHARES—SCHEME.

This was a petition for the reduction of the capital of the National Bank of China (Limited). The facts were as follows: The company was incorporated in the year 1891 for the purpose of establishing and carrying on the business of commercial trading and commission agents, bankers and financial agents in the United Kingdom, China, Japan, India, Borneo, and various other places. The amount of the capital of the company was £1,000,000, divided into 750 founders' shares of £1 each, and 99,925 ordinary shares of £10 each. All the founders' shares had been issued, and of the ordinary shares 40,453, on which £8 per share had been paid. In the articles of association there was a provision that on a final distribution of assets, which should include any reserve fund, the holders of the ordinary shares should be first paid the amounts paid or which were credited as paid thereon; subject to such payment, the holders of the founders' shares should be paid the amounts paid or credited as paid thereon, and further, that the net profits of the company which should be available for dividend in each year should be applied first in the payment to the ordinary shareholders of a non-cumulative preferential dividend of 8 per cent. per annum, and the residue should be divided into equal parts, one part among the ordinary shareholders and the other among the holders of the founders' shares. The called-up capital of the company was paid either in sterling in England or in dollars calculated at the then current rate of three shillings a dollar. The sterling capital was sent out to the company's principal place of business, situate in Hong Kong, where it was converted into dollars at the same rate. All the company's funds, with the exception of certain gold bonds of the Chinese Government, were represented by dollars, and according to the petitioners their average value was scarcely likely to exceed 1s. 8d. in the future; in fact, the highest dividend ever paid on the ordinary shares was only 2.1 per cent. Several general meetings were held in the latter end of the year 1904, when it was resolved that it was desirable to reduce the capital to \$699,475, divided into 99,925 shares of £7 each, and to effect such reduction in part by writing off the whole amount paid or credited as paid on each of the 750 founders' shares of £1, which should be thereupon cancelled. £142,866 of the capital had been lost. This resolution was opposed by some of the holders of the founders' shares for various reasons, chief among which were—(i.) that it would be a breach of the bargain between the company and the holders of the founders' shares as contained in the articles of association; (ii.) there was not enough evidence to shew the loss of capital; (iii.) goodwill had not been allowed for; (iv.) that to wipe out the founders' shares would be unfair and inequitable. They also relied on a clause in the memorandum of association which states "that the original rights and privileges of the founders' shares shall not be in any way prejudiced or interfered with except as expressly provided by the articles of association." Article 77 of the articles of association runs as follows: "The company may from time to time reduce its capital, and may consolidate or sub-divide any of its shares. Paid-up capital may (subject to the provisions of the statutes) be returned upon the footing that the amount may be called up again or otherwise."

FARWELL, J., in delivering judgment, commented on the fact that the petition was opposed by only forty-four of the holders of the founders' shares. His lordship stated that of course the court should hear them, and see that they were not unduly oppressed. The first point taken was that there was an express provision that the holders of these founders' shares should not be interfered with. He could not see that was the true construction. It was said, secondly, that there was not sufficient evidence of loss of

capital. That was really a matter of expert evidence. There was no doubt that, since the fall in the value of the dollar, the capital had been lost to the company which they alleged. With regard to the goodwill, he could not see that a company which for more than twelve years had only paid on an average a little over 1 per cent., and in 1895 2.1 per cent., could really possess a valuable goodwill. The strongest objection was that the scheme might not be fair and equitable. [His lordship referred to the remarks of Stirling, L.J., in *Re London and New York Investment Corporation* (44 W. R. 137; 1895, 2 Ch. 860, on p. 867).] He could not see any hardship in wiping out the founders' shares. They would not get anything until 8 per cent. had been paid on the ordinary shares, and he could not see that there was any prospect of the ordinary shares ever reaching that level. He was convinced that the scheme would not work injustice, and therefore the prayer of the petition would be granted.—COUNSEL, *Upjohn, K.C.*, and *A. R. Kirby; Jenkins, K.C.*, and *F. Whinney. SOLICITORS, Slaughter & May; Paines, Blythe, & Huxtable.*

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

GLASSBROOK v. DAVID & VAUX. Farwell, J. 15th Feb.

SHERIFF—LEVYING DISTRESS—EXECUTION ON GOODS—EXECUTION CREDITORS—EXECUTION DEBTOR—SHERIFF'S OFFICER IN POSSESSION—POSSESSION MONEY—OUT-OF-POCKET EXPENSES—POUNDRAGE AND MILEAGE—SHERIFF'S RIGHT—CONSTRUCTION—PRACTICE—TABLE OF FEES AND RULES UNDER SHERIFFS ACT, 1887 (50 & 51 VICT. c. 55).

This was an action before Farwell, J., sitting as an additional judge of the King's Bench Division. The plaintiff was the Sheriff of Glamorgan in 1903, and he sued in respect of certain charges which he claimed he was entitled to as having been incurred in respect of an execution issued by the defendants as execution creditors. This claim was afterwards withdrawn, as the charges had been taxed by the master and allowed at £22 13s. It, however, raised an important question of the construction of the rules made under the Sheriff's Act, 1887 (50 & 51 Vict. c. 55). The facts of the case were substantially as follows, and were mutually admitted on both sides: The defendants had, on the 18th of December, lodged a writ of *fi. fa.*, as execution creditors, endorsed to levy on the goods of the Gordon Navigation Collieries, and the plaintiff was entitled to recover any charges that were payable by the defendants in respect of such writ. Subsequently the plaintiff levied under two other writs of *fi. fa.*, which were lodged with him by two other execution creditors of the same debtors, and he remained in possession of the goods seized with the consent of the execution creditors and the execution debtors. He was in possession at the time of the lodging with him of the defendant's writ. Later, another writ was issued and lodged with the plaintiff by another execution creditor against the execution debtors. On the 24th of December, 1903, the solicitors to the defendant wrote consenting to the execution standing over for a week, provided the liability of the defendants for the sheriff's fee was not increased. Later three writs were issued and lodged with the plaintiff by other creditors on three respective dates, and the plaintiff, having obtained the consent of all parties, continued in possession until the 4th of March, 1904. At that date some of the execution creditors refused to give him any more instructions, and on the 8th of March, an order having been made in bankruptcy, whereby an *interim* receiver was appointed of the property of the execution debtors, the plaintiff received a copy of such order, and three days later withdrew on the direction of the defendants. Except in the case of the defendants the plaintiff had never received any instructions in these executions, and an interpleader summons was issued in each case, so that on the 16th of March the several execution creditors were ordered to pay the sheriff's costs and charges. The sheriff had been allowed possession money in respect of all the other executions except the defendants'. The master had allowed, as part of the amount now in dispute, £19 for possession money, £2 for inventory, and £1 1s. for out-of-pocket expenses. This the defendants tendered to the plaintiff, which, on his refusal, was accordingly paid into court. The plaintiff had kept possession by means of a man who was actually in possession at the date when the defendants' writ was lodged, and he did not put him in under the defendants' execution. The question was whether the plaintiff was entitled to recover £19 as possession money from the defendants, he having already received possession money from the other execution creditors.

FARWELL, J., stated in the course of his judgment that the question, in his opinion, turned simply under certain rules under the Sheriff's Act, 1887. He had not to decide anything under the old law, as all the rights of the sheriff now depended on these rules, which were set out in the Annual Practice in vol. 2, at pp. 266, 267. The sheriff had seized under a writ of *fi. fa.*, and in the present case he must assume that he had seized the goods once and for all. Here there were seven levies. The table of fees under the Act of 1887 allowed five shillings a day for the man in possession. The object of the Act was, no doubt, to allow the sheriff poundage and other expenses. The word "fees" had been employed, but they were all expenses except the poundage which was allowed. In the present case the sheriff claimed to have payment for possession money from each of the judgment creditors. In all the other cases there were actions to interplead, and the question had then been disposed of. But the defendants now had refused to pay for the man in possession. The result would be that if he were to allow the claim of the sheriff, he (the sheriff) would get a very large sum of money. In his opinion that could not be the true meaning of the rules, and he thought they referred to only actual out-of-pocket expenses. It had been held, in fact, that the sheriff could only be entitled to one seizure and one mileage. If there was only one seizure and one mileage there was really only one man in possession. This five shillings was meant to prevent the sheriff from being out of pocket. [His lordship referred to the remarks of James, L.J., in *Re Grubb, Ex parte Sims* (21 SOLICITORS' JOURNAL 238, 1904,

25 W. R. indistinguishable in *Re Wells* (52 W. R. 63). He could not see that the liabilities were paid, could not see that the *Attin.*

THOMAS

HIGHWAY MAINTENANCE NECESSARY AFTER LONDON VICT. C.

Action carrying the object of the defendant London defendant of electricity lines, turn there as lie out the some to bevelled. In the p Naval Co the width of one li laid down the who manent bevelled each enpany be breaking damage defende authori (Electric council connect be nee also p six mo Public from a raised were th Co. (189 the sta conten WA rails ce the pla by sec I can defend be wor the tr Act, c questi public (Green there doing body Am 281), behal for th Avery Hick

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25 W. R. 276, 5 Ch. D. 375, on p. 276.) He thought that the case was indistinguishable in principle from the decision of Vaughan Williams, L.J., in *Re Wells* (60 L. T. 321, 41 W. R. Dig. 221), and Wright, J., in *Re Morgan* (52 W. R. 79; 1904, 1 K. B. 68) apparently regarded it in the same way. He could not see any distinction between seizure, mileage, and possession—they were the same theoretically. The result was that, whatever the liabilities of the execution creditors might be, when the sheriff had once been paid by any of them in respect of seizure, mileage, or possession he could not claim to be paid by any of the others. The result would be that the action would be dismissed with costs.—COUNSEL, *Bailhache*; J. R. Atkin. SOLICITORS, *McKenna & Co.*; *Helder, Roberts, & Co.*

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

THOMAS TILLING (LIM.) v. DICK, KERR, & CO. (LIM.). Warrington, J. 13th and 18th Feb.

HIGHWAY—OBSTRUCTION—SPECIAL DAMAGE—TRAMWAY RECONSTRUCTION—MAINTENANCE OF EXISTING TRAFFIC—STATUTORY AUTHORITY—WORKS NOT NECESSARY FOR STATUTORY PURPOSE—CONTRACTORS—ACTION SIX MONTHS AFTER DAMAGE—THE TRAMWAYS ACT, 1870 (33 & 34 VICT. c. 78)—THE LONDON COUNTY TRAMWAYS (ELECTRICAL POWER) ACT, 1900 (63 & 64 VICT. c. CCXXXVIII.), s. 6.

Action. This was an action by an omnibus company against a company carrying on business as contractors, for damages done to its omnibuses by the obstructions placed in the public streets of South London by the defendant company. By a contract made in December, 1902, with the London County Council, who owned the tramways in the district, the defendant company undertook to reconstruct the tramways for the purpose of electrification. The contract provided for the maintenance of temporary lines, turnouts, and crossover roads, during reconstruction, so as to interfere as little as possible with the existing tramway traffic. In carrying out the work, the defendants put rails on the roadway, raised some two inches above the ordinary surface. These rails had bevelled sides for facilitating the passage of carriages over them. In the place taken as an example—the Romney-road, opposite the Royal Naval College at Greenwich—the defendants had closed altogether half the width of the road for a certain distance for the reconstruction of part of one line of tramways; and in order still to have a double line they had laid down between the other line and the kerb a temporary line, so that the whole remaining roadway open for traffic was occupied by the permanent and temporary lines. The temporary line was raised and had bevelled sides as above-mentioned, with crossover lines connecting it at each end with the permanent line. The omnibuses of the plaintiff company being forced at times to go over these raised lines met with accidents, breaking one part or another. The company brought this action for damages thus caused, giving the particulars of sixty-nine cases. The defendants pleaded that the acts complained were done under the authority of the Tramways Act, 1870, and the London County Tramways (Electrical Power) Act, 1900. Section 6 of the latter Act enabled the council to reconstruct the tramways, and execute "such works in connection therewith in, over, or under the streets . . . as may be necessary for adapting the same to be so worked." They also pleaded that the acts complained of were done more than six months before the issue of the writ, and that consequently the Public Authorities Protection Act, 1893, protected the defendants from any action in respect of them. The plaintiffs contended that the raised rails were not necessary for the work authorized by the statutes, and were therefore a nuisance under the authority of *Rapier v. London Tramways Co.* (1893, 2 Ch. 588), and that as the defendants were not a public authority the statutory limit of six months did not apply to them. They also contended that the defendants had been guilty of negligence.

WARRINGTON, J.—I find that negligence is not proved, but that the raised rails caused an obstruction to the highway and damaged the omnibuses of the plaintiff company. It is contended that the defendants are authorized by section 6 of the London County Tramways (Electrical Power) Act, 1900. I cannot adopt that construction. In my opinion, the works which the defendants have constructed are not necessary for adapting the highways to be worked by electricity, but were necessary (if at all) for maintaining the tramcar service uninterrupted. Such works are not covered by the Act, and the defendants are not protected by it. As to the next question, the Public Authorities Act, 1893, extends to officers of a public body and persons acting under their direct mandate (*Greenwell v. Howell*, 48 W. R. 307; 1900, 1 Q. B. 535); but there is no case deciding that it extends to independent contractors doing under contract and for their own profit the work which the public body are authorized to do. The question is covered by the case of *The Kent County Council v. The Mayor, &c., of Folkestone* (49 SOLICITORS' JOURNAL 281), where the Court of Appeal decided that the contractors acting on behalf of a public authority are not protected by the statute. Judgment for the plaintiffs. Amount of damages referred to official referee.—COUNSEL, *Avery, K. C.*, and *J. A. Simon*; *Rugg, K. C.*, and *J. P. Glasgow*. SOLICITORS, *Hicklin, Washington, & Pasmore*; *William Hard & Sons*.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

In defence of Frederick Long, a chauffeur, who was summoned for driving a motor-car at a greater speed than twenty miles an hour, Mr. Firth, at the Kingston police-court, on Wednesday, says the *Daily Mail*, contended that it had not been shown that he was warned at the time he was stopped that he would be prosecuted. All that the policeman had said was, "I shall report the circumstances," and these words, he maintained, did not constitute a warning within the sense of the Act. The summons was dismissed.

Law Societies.

Land Transfer Act.

MEETING OF PROPERTY OWNERS.

A meeting of the Incorporated Association for the Protection of Property Owners was held on Wednesday at Anderson's Hotel, Fleet-street, to consider the official system of land transfer that has been on trial experimentally in the County of London since January, 1899. Mr. ALFRED MOORE, F.S.I., F.S.A., president of the association, took the chair.

The CHAIRMAN said that this was a meeting of property owners, and they had all come there with open minds on the subject, and would vote and use their influence for the advancement of any scheme which would save them money in dealing with the transfer of property.

Mr. J. S. RUBINSTEIN, who had been announced to open the meeting, argued that people without expert knowledge advocated a registration system on three grounds: (1) That the present system was complicated and expensive; (2) that registration systems were successfully in operation in foreign countries and the colonies; (3) that the opposition to registration came only from solicitors from interested motives. On the first point he dwelt on the immense reforms effected by Lord Cairns' Acts of 1881, whereby titles had been greatly simplified, deeds had been brought within the narrowest limits, and costs had been fixed on a moderate and *ad valorem* scale basis that did not in practice in any way hamper dealing in property. On the second point, he explained that in England the law allowed the greatest freedom in dealing with property, and that no registration system was sufficiently elastic to meet the prevailing conditions. Further, that the regulation of affairs by an army of stiff-necked officials, such as was the rule on the Continent, was wholly alien to English ideas of government. The Torrens Acts had worked well in comparatively new countries like the colonies in respect to contemporaneous crown titles, or those issued subsequently, but the Acts even in the colonies had proved inoperative in regard to the bulk of the land held under older titles—a fact which was due to the expense and delay of tracing them. On the third point he gave instances to prove that solicitors had always welcomed reforms regardless of the fact that their remuneration was in consequence largely reduced, and in particular that they had at once adopted the practice introduced by Lord Cairns' Acts, although that system was purely permissive, and had had the effect of largely cutting down costs. Solicitors had a practical knowledge of conveyancing not possessed by any other class in the community, and they were bound to protest against an official system when they recognised that such a system threw conveyancing back into a worse state of confusion than had ever previously existed. The history of registration in this country proved that the first Act, 1862, had proved a complete failure, and that Lord Cairns had endeavoured to amend the registration system by his Act of 1875, but wholly without success, and it had been only after he had recognised, as Lord St. Leonards had realised earlier, that a registration system was an impracticable one in this country that Lord Cairns had proceeded on the successful lines embodied in his Acts of 1881. The present Lord Chancellor never had had any conveyancing experience, and yet in 1887, the year after he came into office, he had brought in a Bill to, in effect, repeal Lord Cairns' Acts, and to make a registration system compulsory over the whole country. That Act did not pass, but in 1897 Parliament had been induced to accept an Act professedly to try the experiment of making an official system compulsory in one county for three years, and the consent of the London County Council having been obtained, the system had been in operation in London since January, 1899, a period of six years. As had been foreseen by every expert, the system had added largely to the difficulty, expense, and delay of carrying through transactions. The case of the *Capital and Counties Bank v. Rhodes*, decided in 1903 by the Court of Appeal, proved how complicated the system was—an obvious result, having regard to the fact that the system depended on the Act of 1875 (the last Act Lord Cairns, its author, had given up as unworkable), as altered by the Act of 1897, and as supplemented by 371 rules and 72 forms. The fees levied on transactions last year had amounted to over £67,000, a sum that represented only a part of the additional expense that the system threw on purchasers and borrowers. Notwithstanding the utter and open breakdown of the system, the officials, numbering over 240, still maintained with the utmost cheerfulness that all was going well. They had, however, under pressure, been compelled to admit that the "possessory" titles that were being registered could never mature into "absolute" titles—an admission they tried now to recall, as they found the public would not accept their interested statements and pay large additional fees for the doubtful advantage of an "absolute" title. In 1886 Mr. Brickdale, the registrar, in a work he had published, explained that dealing with registered property was far more difficult and expensive than dealing with the same land when unregistered—a statement which still held true. Land societies had repeatedly absolutely refused to purchase estates where the title had been registered, as difficulties occurred in selling in plots, so that in reality registration depreciated the value of property. Since the 1897 Act had been in operation the Government had, until last year, made a yearly return, shewing the number of titles registered as "possessory," "qualified," and "absolute" respectively, but last year they had refused the return, so that the public were kept in the dark with regard to the working of a public office. What greater proof could be given of the miserable straits to which the authorities had been driven in their desperate efforts to keep a system on foot that had no object other than the endowment of officialdom—a system that might, in the words of Sir Joshua Fitch, be denounced as "the

dead hand of outside power thrust into the heart-strings of a living work."

Mr. E. J. VAUGHAN asserted that the Act of Lord Cairns had led to confusion, as the shortened deeds led to so many things being implied that any one unacquainted with conveyancing would not derive much benefit. Solicitors scarcely went to the root of the matter. Had they proposed any alternative scheme by which the delay and expense of Lord Cairns' system in certain cases would be saved? If they could do that it would go a long way to upset compulsory land registration.

Mr. S. HYDE TURNER, speaking as a solicitor, said that solicitors were not all opposed to the Act. Admittedly, at the present moment, land registration did add to the delay, complication, and expense, but property owners were paying something extra now for benefits to be gained in years to come. (A Voice: "Forty years.") In twenty years the register would be the only thing that would be looked at. Solicitors should abstain from quarrelling with the Act. The time would come when it would save their doing unnecessary work.

Mr. GEO. BILLINGS, F.A.S., said there could be no two opinions as to the desirability of making easier and cheaper the transfer of land, and he understood Mr. Rubinstein was at one with them in that. Mr. Rubinstein was a man of experience, and he had told them what had happened at the Land Registry Office, from which it would seem that the amount of red tape there was not exceeded by that at the War Office, which was saying a great deal. He moved: "That, in the opinion of this meeting, while the safe and easy transfer of land is eminently desirable, and the whole system is unsatisfactory, the present system of land transfer in London, under the Land Transfer Act, 1897, is radically bad, costly, technical, and absolutely insecure, owing to the complicated, officious, and false administration, and the Act in practice calls for immediate inquiry in the public interest." They must be guided to a great extent by the technical experience of those who understood the Act. He had had very little experience of the registry, but had had one instance of its radically bad working. The registry unfortunately afforded comfortable appointments to a large number of gentlemen; but everybody, whether supporting or opposing the Act, must be of opinion that the matter required earnest inquiry. The bad administration of the Act was what they had to complain of.

Mr. H. C. BIDEN seconded the motion.

Mr. JOHN PROUT said he had purchased some freehold property, which he had placed on the register, the operation taking about six weeks. The Act ought to be given a fair trial, for he believed it to be far better than the procedure under Lord Cairns' Act. To thwart the Act would be the biggest mistake possible.

Several gentlemen expressed their desire to know more about this transaction, as to whether he had since sold the property, and so on, as his experience was contrary to theirs.

Mr. D. JACKSON said that friends of his had purchased through the registry office, and that the fees were small, and they had been very well satisfied. It was for the association to get their work done in the cheapest possible way, and that they should not rave against Government officials, red tape, etc., which did not concern them as business men. Though in the first instance the Act might prove slightly expensive, they would gain an advantage in the end.

Mr. CLIFFORD, as a small property holder, objected to being compelled to register. It was a very plausible system because it said that once you got an absolute title everything was quite easy in future; but there were many cases in which the same formalities would have to be gone through as at present. Inquiries would have to be made, and difficulties must arise. At present these difficulties were settled by lawyers, but in the future they would have to be settled by officials, and it was inseparable from a Government office that expense should arise which could be avoided where matters were transacted between private persons. Where Government officials had to put everything on a legal basis there must necessarily be difficulties, delay, and expense. Therefore, though to some extent transfer of title would be facilitated in the future, it seemed to him that the balance of convenience was in favour of the present system. He thought they ought to have registration of title, not of deeds.

Mr. J. B. KYFFIN (chairman of the council of the association) thought the resolution too drastic. He moved an amendment: "That, in the opinion of this meeting, the safe and easy transfer of land is necessary, and as the Corporation of the City of London has this matter under consideration, they be requested to call a conference to consider the whole question." Mr. Jennings, the chairman of the Law and City Courts Committee of the Corporation, who was in the room, had agreed to give every facility for holding the conference.

Baron TOBIN seconded the amendment.

Mr. RUBINSTEIN said he had no reason to complain of the way in which his remarks had been received; there had been a healthy difference of opinion. Lord Cairns' system worked as well as any system could be expected to. The chairmen of building societies, who had had very large practical experience, would, as a matter of course, welcome reform. But an inquiry two or three years ago proved that a very large proportion of them were satisfied with the present system of land transfer. He asserted that in 95 per cent. of conveyancing cases the transaction could be completed in fourteen days. The delay in most cases was occasioned by the purchaser not having the money ready, or by the vendor not being ready to give up possession. In a large number of cases the transaction could be completed in twenty-four hours. Did they think that any system of registration was going to do away with complicated titles? Mr. Brickdale himself had said that land registration was not to be a hospital for complicated titles. The scale of costs under Lord Cairns' Act proved that the solicitor's fee was not high, but if the title was regis-

tered, 15 or 20 per cent. was added to the costs. People did not buy property to sell five minutes afterwards, and those who did could make their own terms with their solicitors, and were not the persons who needed looking after. Registration was a gold mine for the solicitor, but it was a wicked thing for the clients.

The amendment was carried by a large majority, and a vote of thanks to Mr. Rubinstein, on the motion of Mr. CROLE REES, brought the meeting to a close.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 2nd day of February, 1905, Mr. S. J. Daw in the chair. The other directors present were: Mr. T. H. Gardiner, Mr. H. C. Nisbet, Mr. R. H. Peacock, and Mr. Mark Waters. A sum of £25 was voted in relief of a London solicitor's widow, four new members were elected, and other general business transacted.

United Law Society.

Feb. 20.—Mr. Edward Cox-Sinclair presided.—Mr. R. J. Mellor opposed a resolution (moved in his absence on behalf of Mr. Bickmore) to the effect "That the attitude of Mr. Balfour upon the fiscal controversy is unworthy of the leader of the House of Commons." The following members spoke: Messrs. Weigall, Hynes, Kains-Jackson, Neville Tebbutt, and W. S. Glyn-Jones. After a reply the motion was lost.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—JANUARY, 1905

At the Examination of Honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

THOMAS WOODCOCK, who served his clerkship with Mr. John Woodcock, of Haslingden, and St. Anne's-on-the-Sea.

EDWARD HUGH NORRIS WILDE, B.A. (Camb.), who served his clerkship with Mr. Ernest James Wilde, of the firm of Messrs. Wilde, Moore, & Wigston, of London.

WILLIAM CHARLES HILL, who served his clerkship with Mr. Octavius Thomas Price, of Newent, Gloucestershire.

SECOND CLASS.

[In Alphabetical Order.]

Arthur Charles Akeroyd, who served his clerkship with Mr. Edwin Herbert Middlehook, of Leeds.

Kenneth Vere Doleymore, who served his clerkship with Mr. John Jobson, of London.

Geoffrey Herbert Drury, LL.B. (Lond.), who served his clerkship with Mr. Edward Moore, of London.

Reginald David Frappe, LL.B. (Lond.), who served his clerkship with the late Mr. Henry David Frappe, Mr. Arthur Bertram Plummer, and Mr. Francis James Gauntlett, all of Brighton.

William Briggs Gill, who served his clerkship with Mr. William Henry Stewart, of the firm of Messrs. Stewart & Chalker, of Wakefield; and Messrs. Gribble & Co., of London.

William Hanna, LL.B. (Lond.), who served his clerkship with Mr. John S. Nicholson, of Sunderland.

Thomas Dowker Shepherd, who served his clerkship with Mr. James Parkinson Shepherd, of Penrith.

Harry Alfred Solomon, who served his clerkship with Mr. William Edward Rowcliffe, of Manchester.

Sydney Melsom Woodrow, who served his clerkship with Mr. Arthur Briggs, LL.B. (Lond.), of the firm of Brown, Briggs, & Symonds, of Stockport.

Edward Woodward, who served his clerkship with Mr. William Alfred Williams, of Birmingham.

THIRD CLASS.

[In Alphabetical Order.]

David Edward Bowen Davies, who served his clerkship with Mr. Thomas Hopkins Powell, of Llandilo; and Mr. John Thomas Lewis, of London.

Francis Clifton Hilbery, who served his clerkship with the late Mr. Henry Hilbery; and Mr. H. Moncaster Hilbery, of London.

Percy Bernard Ingoldby, who served his clerkship with Mr. Edward Reginald Willett, of Bexhill; and Messrs. Lovell, Son, & Pitfield, of London.

Donald Appleford Jones, who served his clerkship with Mr. William Dawes, of Rye; and Messrs. Kingsford, Dorman, & Co., of London.

Herbert William Lyde, who served his clerkship with Mr. Howard Cant, of the firm of Messrs. Howard Cant & Cheddle, of Birmingham.

John George Priestwood, who served his clerkship with Mr. Henry Thomas Smith, of Southport.

Harry Ernest Sargent, who served his clerkship with Mr. William Roberts Hampton, of West Bromwich and Birmingham.

Algernon Percy Sewell, B.A. (Camb.), who served his clerkship with Mr.

John Cowper Knockor, of the firm of Messrs. Stenning, Knockers, & Thompson, of Tonbridge; and Messrs. Routh, Stacey, & Castle, of London.

Joseph Henry Smith, who served his clerkship with Mr. Herbert Wright Bell, of West Hartlepool.

Maurice John Upcott, who served his clerkship with Mr. Alfred H. Drew, of the firm of Messrs. Loughborough, Gedge, Nisbet, & Drew, of London.

Gerald Owen White, who served his clerkship with Mr. Thomas Bennett, of Deddington; and Mr. Wilfred Hamilton Stilgoe, of London.

Vernon Wood, who served his clerkship with Mr. Robert Innes, of Manchester; and Messrs. Emmet & Co., of London.

Austen James Wright, who served his clerkship with Mr. John Trewavas, of Bradford.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Woodcock—The Clements'-inn Prize—value about £10; the Daniel Beardon Prize—value about 20 guineas; and the John Mackrell Prize—value about £12.

To Mr. Wilde—The Clifford's-inn Prize—value 5 guineas.

To Mr. Hill—The New-inn Prize—value 5 guineas.

The Council have given class certificates to the candidates in the Second and Third Classes.

Eighty-three candidates gave notice for the Examination.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 1st and 2nd of February, 1905:

Abid, Aviet William Sator
Adams, Kenneth Lemesle
Ashwell, Arthur Lindsey
Ashworth, Peter Ormerod
Barry, Louis Charles
Beresford, Leonard Beardmore
Bowen, Charles
Bowen, Washington
Boyes, Reginald Victor
Brown, Maurice Biumfield
Carter, Walter
Codner, Thomas Arthur
Conquest, Claude Duncombe
Cox, Charles Kenneth
Curran, George
Deakin, Arthur D'Alroy
Etherington, Herbert Field
Fergus, Frederick Brian Arthur
Fisher, Edwin
Francis, Francis Archibald
Frank, Frederick Norman
Fulton, George Koberwein
Gale, Anthony Richard
Gartside, Gilbert Horatio
Goldsmith, William Septimus
Gregory, Joseph
Gros, Gustave George
Gwynne, Robert
Hall, John Hedley
Handcock, Gustavus McMahon
Forbes
Harrison, Thomas Jackson
Haynes, Sydney Harold
Hincks, Eric Thorp
Hollings, Hughlings
James, Henry

James, Percival Samuel
James, Sidney Frederick
Johnson, Marcus Labron
Knox, Neville Alexander
Lemon, Harold Arthur
Lindsey, Thomas
Morris, Alfred
Murray, Frederick William
Nuttall, Ernest
Pidgeon, Herbert Birchall Milner
Richards, Richard
Royle, Claude Randall
Sowerby, Richard Raine
Stanton, John
Stratton, Frank Cecil George
Swaine, William Henry Paget
Taylor, Ernest Henry
Todd, George Hall
Tomlison, Charles Henry
Treasure, David John
Veal, Richard Minshul Spencer
Wallis, George Lloyd
Ward, Edmund Sykes
Warren, Reginald Geoffrey
Wartnaby, John Edward Holdich
Webber, Alexander Ernest
White, Cyril Francis Douglas
Whitworth, Herbert John
Williams, Joseph James
Williams, Owen Jones
Willis, George Bertram
Wright, William
Wynne, Herbert Longcroft
Yates, Robert Ralph Couchor
Young, Charles Walter

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—The annual smoking concert of this society was held at the Law Society's Hall, on Tuesday, the 21st inst. The Master of the Rolls took the chair. There was a record attendance of nearly 200 members and friends. An excellent musical programme had been arranged, most of the artistes being members of the society, which added to the interest of the evening's proceedings. At the end of the first part of the programme, the secretary of the society, Mr. Eustace Bernard Ames, proposed a hearty vote of thanks to Sir Henn Collins for presiding, which was seconded by Mr. Mitchell, and carried with musical honours. The Master of the Rolls, in reply, expressed the pleasure it gave him to attend the concert, and in a short speech pointed out the advantages which were enjoyed by the younger members of the profession in belonging to debating societies of this and a similar description.

Jan. 31.—Chairman, Mr. H. T. Thomson.—The subject for debate was: "That the case of *Hall v. Wife and Lees and Others* (91 L. T. R. 20) was wrongly decided." Mr. E. Todd opened in the affirmative, Mr. J. R. Smith seconded in the affirmative; Mr. W. Hooper opened in the negative, Mr. Harnett seconded in the negative. The following members also spoke: Messrs. Menzies, Dods, Hopkins, C. T. Cooke, Weller, Gottlieb, Capel, Peters, Everedge. The motion was lost by three votes.

Legal News.

Appointments.

Mr. JAMES FENNING TORR, barrister-at-law, has been appointed to be Recorder of Hastings, in the place of Mr. Robert Henry Burst, deceased.

Mr. WILLIAM WILSON GRANTHAM has been appointed Recorder of Deal, in the place of Mr. James Fenning Torr, resigned.

Mr. HERBERT STUART SANKEY has been appointed Recorder of Margate, in the place of Sir Henry Bargrave Deane, resigned on appointment as one of his Majesty's Judges of the High Court.

Mr. ARTHUR EDMUND GILL has been appointed Recorder of Faversham, in the place of Mr. Herbert Stuart Sankey, resigned.

Mr. E. W. HANSELL, of the South-Eastern Circuit, has been appointed Counsel to the Board of Trade, in succession to Mr. Muir Mackenzie, recently appointed an Official Referee.

Mr. THOMAS RAFFLES HUGHES, K.C., has been elected a Bencher of the Honourable Society of Lincoln's-inn, in succession to the late Mr. Hemming, K.C.

Changes in Partnerships.

Admission.

Mr. GEORGE R. REID, LL.B., of 4, Castle-court, Birchin-lane, has taken into partnership Mr. ALFRED WILTSHIRE, of St. Lawrence, Woodside Park, Middlesex. The style of the firm will be Reid & Wiltshire, and the business will be carried on at 4, Castle-court as heretofore.

Dissolutions.

ERNEST HATTON HILL and JOHN BUCKLEY KERSHAW, solicitors (J. E. & E. H. Hill), Halifax. Jan. 21. The said Ernest Hatton Hill will carry on practice at 4, Harrison-road, Halifax, as heretofore.

HERBERT GREENWOOD TEALE and JOHN SUMNER MARRINER, solicitors (Greenwood Teale & Marriner), Leeds. Feb. 4. [*Gazette*, Feb. 21.]

General.

It is stated that Mr. English Harrison, K.C., has progressed so satisfactorily from his recent accident that he has left London for the seaside.

His Honour Judge Philbrick, K.C., Recorder of Colchester, who has for some weeks been lying seriously ill at his house in Dorset, is, says the *Times*, according to the latest report, stronger, and experiences a steady improvement in health daily.

At Croydon, says the *Globe*, a complicated situation has arisen. A man who prosecuted a friend for assault was reminded by the clerk of the court that he had on a previous occasion gone bail for his friend's good behaviour. If he secured a conviction, he would be liable to a fine of a "fiver."

The reason given by a solicitor at the Bow County Court the other day, says the *St. James's Gazette*, for the non-appearance of a plaintiff was "that he was engaged elsewhere." His Honour: But he ought to be here. The Solicitor: Well, your Honour, the fact is that he is a guest of his Majesty for the next two years.

We are requested to state that, under the patronage of their Royal Highnesses the Prince and Princess of Wales, and in aid of the Incorporated Inns of Court Mission, two performances of "The Prisoner of Zenda" will be given at the Court Theatre, Sloane-square, on the 2nd and 3rd of March, 1905, at 8.15 p.m., by "The Windsor Strollers." Tickets may be obtained through Lady Darling, 18, Prince's-gardens, S.W.; Mrs. L. Sanderson, 62, Palace-gardens-terrace, W.; Miss Kennedy, 23, Phillimore-gardens, W.; H. O. A. Bingley, 2, Hare-court, Temple; H. J. Hope (by letter), 81, Duke-street, Grosvenor-square, W.; also at the Court Theatre.

A case involving a point of interest in international law is, says the Brussels correspondent of the *Times*, now being tried in the Civil Court of Brussels. An English company has sued a Belgian shareholder for overdue calls on his shares. The defendant alleges that the company has been non-suited in respect of similar claims in England, and is virtually non-existent. The claimants dispute the right to question their *status as ultra vires*. For the defence the well-known international lawyer Maitre Emile Stocquart maintains that, if an English court has given judgment against an English company, a foreign judge is bound to indorse that decision in respect of local creditors.

The Purchase of Land (England and Wales) Bill, introduced on Wednesday by Mr. Collings, in association with Sir John Dorrington, Sir John Kennaway, Sir Lewis Molesworth, Mr. Spear, Mr. W. Mitchell, and Colonel Kenyon-Slaney has, says the *Times*, the approval of the Central and Associated Chambers of Agriculture and is supported by various chambers of agriculture throughout the country. It provides that where the landlord and tenant agree to a sale the Board of Agriculture shall supply the whole of the purchase-money (after the Irish precedent), in order to acquire land for small holdings and if necessary build cottages thereon, the purchasers, who must themselves carry on the work of cultivation, being required to contribute 10 per cent. towards the initial expenditure.

The headquarters detective was, says the *New York Sun*, talking about the reliability of witnesses. Suddenly he turned his back on his auditors, looked over his shoulder, and said: "What colour is the tie I wear?" Most of them gave it up. One thought it was blue and another black. When all had their guess the detective turned round with a grin and showed a grey tie with a black figure. "Now, that's a point about evidence," he said. "You've all been talking to me face to face for ten minutes, and yet you don't know the colour of my tie. That would be true with 999 men out of 1,000. When I hear a witness go on the stand and describe minutely the clothes and general appearance of a man whom he has seen only for a few minutes I am pretty sure that he's lying. When his description is very general and hazy I think that he's probably telling the truth."

Mr. Justice Lawrence will, says the *Globe*, join, next Saturday, the company of judges entitled to retiring allowances. The learned judge, who began his career at Lincoln's-inn forty-five years ago, and was familiarly known at the bar as "Long Lawrence," was raised to the bench on the 25th of February, 1890. Lord Brampton, referring to an incident at an assize town on the Midland Circuit, where Mr. Justice Lawrence was his colleague—"and a pleasanter there could not be"—gives a specimen of the humour that has made him popular in the courts. The High Sheriff had complained to Mr. Justice Lawrence of Lord Brampton's want of punctuality in the morning. "What did you say to him? It was a little impertinent to give orders to the judge," said Lord Brampton. "I said, 'Before you accuse him of want of punctuality wait till four o'clock, and you'll see how punctual he is,'" replied Mr. Justice Lawrence.

A passenger in an electric car, the windows of which were so coated with frost that he could not see through them, signalled, says the *American Law Review*, to the conductor to stop at the next street, supposing that to be the street at which he wished to stop. As the car came to a standstill he got up from his seat and walked to the door, which the conductor had opened. He then saw that the car had stopped at the wrong street, and said to the conductor that he had made a mistake; that he wanted to get off at the next street beyond. He put out his hand against the jamb of the doorway, about half way up, with his hand in the slot in which the door slides, to support himself against a sudden starting up of the car. Thereupon the conductor, who was standing on the platform on the same level as the door of the car, got into a fit of rage, slammed the door on the passenger's thumb with an oath and smashed his thumb. In an action of tort (*Carroll v. Boston and Northern St. R. Co.*) it was held that the evidence warranted a finding of due care on the part of the passenger and of negligence on the part of the railway company.

Mr. Graham Murray was on Tuesday installed as Lord President of the Court of Session and Lord Justice-General for Scotland. The Lord Justice Clerk, says the *Times*, presided, and Mr. Graham Murray presented the commission appointing him President of the Court of Session, which was read by the clerk of the court, all present standing. Thereafter Mr. Graham Murray presented his commission of appointment as Lord Justice-General, which was also recorded. The Lord Probationer then proceeded to the Outer House, where he heard two cases, with Lord Stormonth Darling, upon which he reported to the First Division, where he also heard a third case argued, in each case wearing his three-cornered hat, the while he indicated the judgment which he thought should be given. Thereafter the oaths of allegiance and fidelity were administered and subscribed. The Lord Justice Clerk announced that the Lord President would take his seat on the bench with the judicial title of Lord Graham Murray. The Lord President was then robed, and, ascending to the bench, shook hands with his colleagues and took his seat. He made a short speech, in which he expressed the deep sense of responsibility with which he entered upon the duties of the high office to which it had pleased the King to appoint him.

FIXED INCOMES.—Houses and Residential Flats can now be furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

Court Papers. Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICH.	Mr. Justice FARWELL.
Monday, Feb.	37 Mr. E. Leach	Mr. Beal	Mr. Pemberton	Mr. Gresswell
Tuesday	38 Godfrey	Carrington	Jackson	Church
Wednesday, March ..	1 Carrington	Beal	Pemberton	Gresswell
Thursday	2 Beal	Carrington	Jackson	Church
Friday	3 Jackson	Beal	Pemberton	Gresswell
Saturday	4 Pemberton	Carrington	Jackson	Church

Date	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.	Mr. Justice WARRINGTON.
Monday, Feb.	37 Mr. Godfrey	Mr. W. Leach	Mr. Frymer	Mr. King
Tuesday	38 R. Leach	Theod	King	Farmer
Wednesday, March ..	1 Godfrey	W. Leach	Farmer	Church
Thursday	2 R. Leach	Theod	King	Gresswell
Friday	3 Godfrey	W. Leach	Farmer	Theod
Saturday	4 R. Leach	Theod	King	W. Leach

The Property Mart.

Sales of the Ensuing Week.

- Feb. 28.—Messrs. ALFRED PARECE & SON, at the Mart, at 2: Important Freehold known as the Black Bull Hotel and Stables, situate in the populous neighbourhood surrounding the Metropolitan Cattle Market, Market-road, Islington, having an area of 10,000 square feet. Solicitor, William Leggett, Esq., London.—Fried-street, Paddington: In a highly important and prominent position, immediately opposite Paddington Station, G.W.R. Terminus, and adjoining Fried-street Station, Metropolitan Railway. Block of substantially-built Shop Property, known as Nos. 163, 165, 167, 169, 171, 173, Fried-street, Paddington, of attractive design, and with commanding frontages to Fried-street and London-street. The properties are let on leases to responsible tenants, and together produce rentals amounting to £730 per annum. Solicitor, John H. Horton, Esq., London. (See advertisement, this week, p. iii.)
- Feb. 28.—Mr. FRANK H. CLARKE, at the Mart, at 2:—South Lambeth: The Springfield Estate, 10 minutes from Vauxhall, covering an area of nearly 10 acres, and consisting of Freehold Ground-rents, amounting to £2,023 per annum, rack-rental value about £9,800 per annum. Solicitors, Messrs. Greenfield & Cracknell, London. (See advertisement February 18, p. iv.)
- March 1.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER (in conjunction with Messrs. MATTHEWS, MATTHEWS, & GOODMAN), at Winchester House, Old Broad-street, E.C. (in the Great Hall), at 12, in 84 lots:—Woolwich (the third portion of the Butrage Estate): Highly important and valuable Freehold Properties, comprising a very large number of Houses, Shops, and other premises, situate in Angelsea-road, Creswell-road, Sandy-hill, Sandy-hill-road, Brook-hill-road, Hanover-road, Bloomfield-road, Plumstead Common-road, &c., including Six Valuable Fully-licensed Public-Houses and a Beerhouse. Solicitors, Messrs. S. F. Hudson, Matthews, & Co., London. (See advertisement, February 18, p. iv.)
- March 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: REVERSIONARY RENT-CHARGE of £50,000 per annum, payable during the life of a gentleman aged 23, after the decease of the survivor of a lady aged 67 and a gentleman aged 52. Solicitors, Messrs. Segar, Bastard, & Co., London. REVERSIONARY LIFE INTEREST in One-eighth of a Trust Fund producing £500 per annum, and Freehold Properties in Gloucestershire; gentleman aged 57. Solicitors, Messrs. Douglas Norman & Co., London. REVERSIONS: To One-fifth of a Trust Fund, value £6,500; lady aged 54. Solicitors, Messrs. Latham, New, & French, Melton Mowbray. To Two One-fourths of a Trust Fund, value £5,365; lady aged 61. To Two One-fourth Shares of Trust Funds, value £4,988; on deceased a gentleman 63 and a lady 61. Solicitor, R. Brooks, Esq., London. To One-sixth of a Trust Fund, value £5,000; gentleman aged 62 and a lady aged 68. Solicitors, Messrs. Bloomer, Currie, & Damian, London. To Two One-eighths of a Trust Fund, value £30,000, with Policies for £3,708. Solicitors, Messrs. Robins, Hay, Waters, & Hay, London. POLICIES for £1,000, £1,000, £1,000, £500, £300. Solicitors, Messrs. Poole & Robins, London, and Messrs. J. S. & J. A. S. Scott, Newcastle-on-Tyne. STOCK and SHARES. Solicitors, E. M. Hill, Esq., London, and Harry T. Smith, Esq., Southport. (See advertisements, this week, back page.)
- March 2.—Messrs. BEADEL, WOOD, & Co., at the Mart, at 1:—City of London: The valuable Corner Property comprising modern Business Premises, Nos. 23 and 25, Eas cheap and No. 13, Philip-lane, suitable for Banking, Insurance, or any other commercial purposes. Solicitors, Messrs. T. A. Capron & Co., London. (See advertisement, February 18, p. iv.)
- March 2.—Messrs. FURBER, at the Mart, at 2:—Hyde Park: Town Residence; lease 124 years; vacant. Solicitors, Messrs. Walker, Martineau, & Co., London.—Grosvener-square: Bijou Town House, Park-street, Westminster; lease 94 years; vacant. Solicitors, Messrs. Richard Furber & Son, London.—East Finchley: No. 12, Hillbrow-villas; lease 83 years. Solicitors, Messrs. Purkis & Co., London.—Bayswater: Residence; with possession; lease 49 years. Regent's Park: Shop and House; with vacant possession; lease 124 years. Solicitors, Messrs. Richard Furber & Son, London. Hyde Park: Stabling, No. 23, Lancaster-mews; lease 57 years; ground-rent £18. Solicitors, Messrs. Shelley & Johns, Plymouth.—Holloway-road: Freehold Investment, 49, Lorraine-road; let at £52 per annum. Solicitor, Fredk. T. Aston, Esq., London. (See advertisement, February 4, p. vi.)

Messrs. STIMSON & SON will offer for sale, at the Mart, on March 9, two sites in the City of London—one in St. Paul's Churchyard and the other on Adde-hill, now covered by modern warehouses, but rich in historical memories. The St. Paul's site was formerly a part of the Cathedral precincts, the chapter house of the old cathedral and the church of St. Gregory-by-St. Paul standing on it. Within recent years a gateway leading to Doctors' Commons stood. Readers of Dickens may recall the adventures of Mr. Weller, sen., at this place, as related by his son Samuel to Mr. Jingle. During the rebuilding of St. Paul's Cathedral Sir Christopher Wren occupied the rooms over the archway. The Adde-hill property occupies the ground covered by the Old Wardrobe and Linacre's House in Knight-rid-street. At the latter house Linacre, who was physician successively to Henry VII., Henry VIII., Edward VI., and Queen Mary, founded the Royal College of Physicians. A house belonging to Shakespeare, and bequeathed by him to his daughter Susanah Hall, also stood on this site. The freehold rentals for the two areas amount to £3,619. Solicitors, Messrs. Lee, Ockerby, & Everington, London.

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- CHAMBERS' ENGINEERING CO., LIMITED.—Creditors are required, on or before Feb. 23, to send their names and addresses, and the particulars of their debts or claims, to John Ernest Pritchard, 71, Colmore row, Birmingham. Crookford, solicitor for liquidator.
- BOINABE (WASSAU) BANKET GOLD KEELS, LIMITED.—Peta for winding up, presented Feb. 14, directed to be Feb. 28. Christopher & Roney, Cornhill, solicitors for petitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb. 27.
- E. JONES, LIMITED.—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas Boardman, 104, King st., Manchester. J & E Whitworth, Manchester, solicitors for liquidator.
- FRENCH EXPLORATION CO., LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to George Harmer Johnson, 3 and 4, Gt. Winchester st.
- HENRY BISHOP & CO., LIMITED.—Peta for winding up, presented Feb. 8, directed to be heard at the Court House, Upper Edmonton, on March 8, at 2 p.m. Thorp & Saunders, Salisbury House, London, solicitors for petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 4.
- INCA GOLD DEVELOPMENT CORPORATION OF FREE, LIMITED.—Peta for winding up, presented Feb. 14, directed to be heard Feb. 28. Wilson & Co., Cophthall bldgs, solicitors for petitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb. 27.
- IVORY COAST GOLDFIELDS CO., LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. James Henry Stephens, 6, Clement's in, Lombard st.
- JACOB WRENCH & SONS, LIMITED.—Peta for winding up, presented Jan. 31, will be in the

paper for hearing Feb 23. Butcher & Sons, 30, Wood st, Chesapeake, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 27

MARTINE AND COMMERCIAL TRUST, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Walter Edwin Stacey, 2, Moineux pl, Old Church yard, Liverpool

"M.O.I." LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Thos R Martin, 31, Maiden ln, Covent garden

NORTHERN TERRITORIES MINING AND SHELTING CO, LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to B A Hudson, Broad st House, New Broad st. Davidson & Morris, Queen Victoria st, solors for liquidator

THOS B BLUES & CO, LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Smith Blues and William Stanley Blues, 1, Dean st, south Shields. Tindle, South Shields, solor for liquidators

TRADING AND EXPLORING CO, LIMITED—Petn for winding up, presented Feb 8, directed to be heard Feb 23. Burn & Berridge, Old Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 27

UPPER NILE CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to George Hayner Johnson, 3 and 4, St Winchester st

W G WILKINS & CO, LIMITED (INCORPORATED JUNE 5, 1896), AND W G WILKINS & CO, LIMITED (INCORPORATED DEC 31, 1896), DERBY—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to Samuel Hall, Cumberland chmbrs, the Wardwick, Derby. Stone, Derby, solor for liquidator

WIMBORNE BOWLING AND TENNIS CLUB, LIMITED—Creditors are required on or before

March 17, to send their names and addresses, with particulars of their debts or claims, to Joseph McPetric, 4, Egerton cres, Withington, Manchester

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRIDLINGTON COFFEE HOUSE AND HOTEL CO, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to John Henry Sawden, Bridlington. Turnbull & Son, solors for liquidators

COLLECTORS MAGAZINE, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to James Alexander Hill McNair, 206, Gresham House, Old Broad st

ELECTRICAL FITTINGS CO (LIMITED)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to James Durie Pasullo, 55, London wall. Gresham & Co, Old Jewry chmbrs, solors for liquidator

NATIONAL BAKERY CO (LIMITED)—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to Robert Everett, 44, King William st. Forbes & Hatten, Queen st, Chesapeake, solors for liquidator

RATIONAL HOUSE PURCHASE CO (LIMITED)—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Spanswick, 5, Fenchurch st. Foss & Co, 5, Fenchurch st, solors for liquidator

SKELTONS, LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Bennett, Warrington. Davies & Forshaw, Warrington, solors for liquidator

THEORYCROFT STEAM WAGON CO, LIMITED—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to J Maughing

WILSON BROS' BEDSTEAD CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Frank Impoy, 37, Newhall st, Birmingham

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 17.

RECEIVING ORDERS.

ATKINSON, JOHN, Preston, Lancs, Licensed Victualler Preston Pet Feb 14 Ord Feb 14
BARRINGTON, WILLIAM JASPAW, Draycott, Derby, Tailor Derby Pet Feb 13 Ord Feb 13
BAYLES, ROBERT, West Auckland, Durham, Mason Durham Pet Feb 14 Ord Feb 14
BENHAM, JAMES WILLIAM, Sheen rd, Richmond Wandsworth Pet Feb 14 Ord Feb 14
BENNETT & CO, CHARLES, New Broad st High Court Pet Jan 27 Ord Feb 14
BLACK, RICHARD JOHNSTONE, Speldhurst rd, Bedford Park, Marble Merchant High Court Pet Feb 13 Ord Feb 13
BOYS, HENRY PORTER, Gt Yarmouth, Licensed Victualler Gt Yarmouth Pet Feb 4 Ord Feb 14
BRILEY, WILLIAM, Long Ave, Bermondsey, Carman High Court Pet Feb 14 Ord Feb 14
BUTLER, ROBERT, Preston, Licensed Victualler Preston Pet Feb 4 Ord Feb 14
COLLIER, ARTHUR, Aberystwyth, Glam, Collier Aberystwyth Pet Feb 13 Ord Feb 13
CONYERS-D'ARCY, WILLIAM GORDON LINDSEY, Osten mews, Empress's gate, Kensington, Motor Driver High Court Pet Feb 15 Ord Feb 15
COX, WILLIAM BRANWELL, Astwood Bank, Worcester, Sons Marston Birmingham Pet Feb 14 Ord Feb 14
CRAGO, FREDERICK, Longchamps, Manchester, Draper Manchester Pet Feb 1 Ord Feb 13
DEBYSIAHNE, RALPH ELIJAH, Crews, Baker Crews Pet Feb 14 Ord Feb 14
DE TCHITCHAGOFF, N., Huxton, Suffolk Cambridge Pet Jan 16 Ord Feb 15
EDWARDS, ROBERT, Gateshead, Printer Newcastle on Tyne Pet Jan 26 Ord Feb 13
EVERTON, DOMING, Wood Green, Licensed Victualler Edmonton Pet Jan 18 Ord Feb 13
FRANK, DAVID, British st, Bow High Court Pet Feb 15 Ord Feb 15
GAMBRI, ANGELO LUIGI, Whitcombe st, Pall Mall High Court Pet Feb 14 Ord Feb 14
HARDER, VIVIAN MANDER JONES, Chatteris, Isle of Ely, Cambs, Farmer Cambridge Pet Feb 15 Ord Feb 15
HARSON, CHARLES JAMES, Plymouth, Warehouseman Plymouth Pet Feb 13 Ord Feb 13
HARRIS, JAMES CROWTHER, Batley Cart, Batley, Yorks, Bag Merchant Dewsbury Pet Feb 15 Ord Feb 15
HIGGINS, HENRY HARTLAND, Princes sq, Kensington High Court Pet Jan 13 Ord Feb 13
HOCKLEY, FREDERICK WILLIAM, Sudbury, Suffolk Colchester Pet Feb 14 Ord Feb 14
JAYNES, ANNIE AMELIA NIBLETT, Chichele rd, Cricklewood, Boarding house Keeper High Court Pet Feb 14 Ord Feb 15
JOHN, EVAN, Cardiff, Hobbler Cardiff Pet Feb 13 Ord Feb 13
LEE, HERBERT, Leeds, Painter Leeds Pet Feb 14 Ord Feb 14
LIDGE, JOE, Northgate, Huddersfield, Licensed Victualler Huddersfield Pet Feb 15 Ord Feb 15
LORENZ, JACOB GEORGE, Manor st, Chelsea, Baker High Court Pet Feb 15 Ord Feb 15
LOWE, JAMES HENRY, Widnes, Boot Repairer Liverpool Pet Feb 14 Ord Feb 14
LOCAL, ISAAC HENRY, Gainsworth, nr Macclesfield, Farmer Macclesfield Pet Jan 31 Ord Feb 14
MADEY, FREDERICK OSCAR, and WALTER ANTHONY MADEY, Fenchurch st, Restaurant Keepers High Court Pet Jan 4 Ord Feb 15
MACDONALD, REES, SWANSEA, Licensed Victualler Swansea Pet Feb 15 Ord Feb 15
MCGAVIN, W PATRICK, Mitcham Croydon Pet Jan 28 Ord Feb 14
MARKS, EPHRAIM, Northampton, Fruit Merchant Northampton Pet Feb 15 Ord Feb 15
MARLEY, JOSEPH SUNDLAND, Auctioneer Sunderland Pet Feb 11 Ord Feb 11
MANDEY, DINAH, Hailton, nr Leeds Leeds Pet Feb 14 Ord Feb 14
MAYNE, WILLIAM LEWIS, Brixham, Devon, Surgeon Plymouth Pet Feb 13 Ord Feb 13
MURPHY, JAMES, and JOHN MURPHY, Suffolk ln, Builders High Court Pet Feb 15 Ord Feb 15

OLDMAN, EDWARD JOHN, Birmingham, Cab Proprietor Birmingham Pet Feb 10 Ord Feb 13
PARKER, JOHN GODFREY, Holloway rd, Tailor High Court Pet Feb 13 Ord Feb 13
PLUMMER, FREDERICK GEORGE, High Holborn High Court Pet Jan 2 Ord Feb 15
POUNTNEY, CHRISTOPHER, Bowdley, Worcester Kidderminster Pet Feb 13 Ord Feb 13
ROBINSON & SONS, H R, Hove, Sussex, Ironmongers Brighton Pet Feb 9 Ord Feb 14
ROGERS, ROBERT LEXNOX, Portsmouth, Estate Agent Portsmouth Pet Feb 14 Ord Feb 14
SAXTON, COLIN, Thornhill Lees, Dewsbury, Glass Bottle Maker Dewsbury Pet Feb 15 Ord Feb 15
SHEPHERD, FRED, Bradford, Portmanteau Maker Bradford Ord Feb 14 Ord Feb 14
STORM, ELLIOTT BAXTER, Farnborough, Chemist Croydon Pet Feb 14 Ord Feb 14
TANNER, HERBERT WILLIAM, Donhead St Mary, Wilts, Wagon Builder Salisbury Ord Feb 13 Ord Feb 13
THOMAS, JOHN, Jun, Sennen, Cornwall, Boot Maker Truro Pet Feb 15 Ord Feb 15
THOMPSON, WILLIAM, Werrington, Northampton, Publican Peterborough Pet Feb 13 Ord Feb 13
TURNER, ERNEST, Wakefield, Joiner Wakefield Pet Feb 15 Ord Feb 15
WALTER, ELIZABETH, Wortley, Leeds, Publican Leeds Pet Feb 14 Ord Feb 14
WEST, ASHES, Esst Harney, Berks, Farmer Oxford Pet Feb 1 Ord Feb 15
WINDROP, JAMES HANDLEY, nr Staveley, Derby, Farmer Chesterfield Pet Feb 13 Ord Feb 13
WINGFIELD, THOMAS ARTHUR, Lower Broughton, Salford, Chemist Salford Pet Feb 15 Ord Feb 15
WOOLSTON, JOHN THOMAS, Towcester, Boot Manufacturer's Foreman Northampton Pet Feb 15 Ord Feb 15
WRIGHT, GEORGE RUSSELL, South Front, Southampton, Sign Writer Southampton Pet Feb 14 Ord Feb 14

FIRST MEETINGS.

AMOS, CHARLES, Fortypool, Mon, Hairdresser Feb 23 at 11 Off Rec, Westgate chmbrs, Newport, Mon
ANDERSON, JOHN, Stockton on Tees, Butcher March 1 at 3 Off Rec, 5, Albert rd, Middlebrough
BARRINGTON, WILLIAM JASPAW, Draycott, Derby, Tailor Feb 25 at 11 Off Rec, 47, Full st, Derby
BENNETT & CO, CHARLES, New Broad st Feb 23 at 12 Bankruptcy bldgs, Carey st
BRETHAM, JOHN, Bacup, Lancs, Grocer March 3 at 11.15 Off Rec, 1, Farnham, Rochdale
BIRD, JAMES, Northampton, Draper Feb 27 at 11 Off Rec, 6, Bond ter, Wakefield
BLACK, RICHARD JOHNSTONE, Speldhurst rd, Bedford Park, Marble Merchant Bankruptcy bldgs, Carey st
BRILEY, WILLIAM, Long Ave, Bermondsey, Carman Feb 27 at 1 Bankruptcy bldgs, Carey st
CARPENTER, FREDERICK, Higher Springfield, Skewen, nr Neath, Rollerman in Tinsplate Works Feb 25 at 11 Off Rec, 31, Alexandra rd, Swansea
CHIFFERFIELD, ALFRED RICHARD, Woking, Surrey, Grocer March 1 at 11.30 24, Railway app, London Bridge
CLIFTON, EDWARD, Beeston, Rylands, Notts, Farmer March 1 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
CURTIS, FRANCIS JAMES, Cross Cheaping, Coventry, Seedsman Feb 27 at 12 Off Rec, 15, Osborne st, Gt Grimsby
DODDINGTON, SYDNEY JAMES, New Cleve, Gt Grimsby Feb 25 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby
DRIVER, JONAS, Colms, Lancs, Plumber Feb 23 at 10.45 Off Rec, 14, Chapel st, Preston
DYER, HARRY, Cirencester, Florist Feb 27 at 11 Off Rec, 38, Regent circus, Swindon
FERRETT, ALFRED, Stalybridge, Foreman Joiner Feb 25 at 11 Off Rec, Byrom st, Manchester
FOVLER, HERBERT LEASE, Birkenhead, Clerk April 5 at 12 Off Rec, 35, Victoria st, Liverpool
FULMER, JOHN, Headley, Hants, Builder Feb 23 at 11.30 24, Railway app, London Bridge
GODSON, HERBERT, Kingston upon Hull, Drysalter Feb 23 at 11 Off Rec, Trinity House ln, Hull
GOULD, WALTER KAY, Bottom 0' th Moor, Oldham, Licensed Victualler March 7 at 11.30 Off Rec, Graves st, Oldham
HALL, JOSEPH FRANCIS, Skeby, Yorks, Farmer Feb 27 at 11.30 Court house, Northallerton
HENDER, E A, Hailton gdn, Dealer in Precious Stones Feb 25 at 11 Bankruptcy bldgs, Carey st

HIBBERT, ROBERT, Newtown, Mon, Confectioner March 3 11 1, High st, Newtown
HOWSON, GEORGE, Jun, Blackpool, Fish Salesman Feb 23 at 10.30 Off Rec, 14, Chapel st, Preston
HUNTLEY, WALTER CHARLES, Commercial st March 3 at 2.30 Bankruptcy bldgs, Carey st
HUTCHESON, WILLIAM, Hebburn, Durham, Newagent Feb 25 at 12 Off Rec, 50, Mosley st, Newcastle on Tyne
JOHNSON, CAPT CECIL, St Julien's Farm rd, West Norwood March 3 at 2.30 Bankruptcy bldgs, Carey st
JONES, EVAN, Cardiff, Hobbler March 1 at 10.30 117, St Mary st, Cardiff
JONES, THOMAS BUCKLEY, Llanfyllin, Montgomery, Draper Feb 25 at 12.45 Off Rec, 42, St John's hall, Shrewsbury
JONES, WILLIAM ROWLAND, Bala, Merioneth, Cattle Dealer Feb 27 at 3 Crypt chmbrs, Eastgate row, Chester
KERYON, WILLIAM WEALETHALL, Nottingham, Cabinet Maker's Manager Feb 23 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
LEE, HERBERT, Leeds, Painter Feb 27 at 11 Off Rec, 22, Park row, Leeds
LOY, ROBERT PIPER, Yaforth, nr Northallerton, Yorks Feb 27 at 11.30 Court house, Northallerton
MCARTHUR, ARTHUR FLINTOFF, Strines, Cheshire, Grey Cloth Merchant Feb 27 at 3 Off Rec, Byrom st, Manchester
MCINTOSH, DONALD, Cannon st, Importer March 1 at 12 Bankruptcy bldgs, Carey st
MACKAY, & CO, D, Bow ln, House Manufacturers March 3 at 11 Bankruptcy bldgs, Carey st
MAGGS, FREDERICK WALTER, Swans, Watchmaker Feb 23 at 12 Off Rec, 31, Alexandra rd, Swansea
MARADEN, DINAH, Hailton, nr Leeds March 1 at 11.30 Off Rec, 22, Park row, Leeds
MARTIN, MARSHALL GEORGE, Nottingham, Plumber Feb 23 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
MYERS, MELANCTHON THACKRAY, Blackpool, Company Secretary Feb 23 at 11 Off Rec, 14, Chapel st, Preston
NIGHTINGALL, ARTHUR, Epsom, Jockey Feb 23 at 12 24, Railway app, London Bridge
PEARCE, RICHARD ROBERTS, Charlbury, Oxford, Timber Merchant Feb 23 at 12 1, St Aldates, Oxford
ROGERS, ROBERT LEXNOX, Portsmouth, Estate Agent Feb 27 at 4 Off Rec, Cambridge junc, High st, Portsmouth
SADLER, GEORGE BROOKS, Godalming, Hotel Keeper Feb 23 at 12.30 24, Railway app, London Bridge
SANDERS, EDWARD, Abersare, Furniture Dealer Feb 27 at 3 155, High st, Merthyr Tydfil
SHEPHERD, FRED, Bailton, Yorks, Portmanteau Maker Feb 23 at 3 Off Rec, 29, Tyrryl st, Bradford
SHEPPARD, WILLIAM BRAIN, Newport, Mon, Fruit Merchant Feb 23 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon
SMITH, ARTHUR GEORGE, Downham, Essex, Cattle Dealer March 1 at 2 Shirehall, Chelmsford
STOUT, CHARLES EDWARD, Gt Grimsby Feb 23 at 11 Off Rec, 15, Osborne st, Gt Grimsby
THOMAS, JOHN, Downham, Essex, Labourer Feb 23 at 12 155, High st, Merthyr Tydfil
WALKER, ELIZABETH, Wortley, Leeds, Publican March 1 at 11 Off Rec, 22, Park row, Leeds
WALLINGERS, THOMAS, Lupet, nr Wakefield, Farmer Feb 27 at 11.30 Off Rec, 6, Bond ter, Wakefield
WHITAKER, ELIZABETH, and JULIA MARIA JONES, Cardiff, Costumiers Feb 23 at 2.30 Bankruptcy bldgs, Carey st
WHITFORD, RICHARD GEORGE, Liscard, Commission Agent March 1 at 12 Off Rec, 35, Victoria st, Liverpool
WILLIAMS, MORRIS, Cae Clyd, Blaenau Ffestiniog, Merioneth, Quaysman Feb 27 at 12 Crypt chmbrs, Eastgate row, Chester
WRIGHT, JOSEPH, Leigh, Lancs, Tailor Feb 27 at 3 19, Exchange st, Bolton

ADJUDICATIONS.

ATKINSON, JOHN, Preston, Licensed Victualler Preston Pet Feb 14 Ord Feb 14
BARRINGTON, WILLIAM JASPAW, Draycott, Derby, Tailor Derby Pet Feb 13 Ord Feb 13
BAYLES, ROBERT, West Auckland, Mason Durham Pet Feb 14 Ord Feb 14
BENHAM, JAMES WILLIAM, Sheen rd, Richmond Wandsworth Pet Feb 14 Ord Feb 14
BLACK, RICHARD JOHNSTONE, Speldhurst rd, Bedford Park, Marble Merchant High Court Pet Feb 13 Ord Feb 13
BRILEY, WILLIAM, Long Ave, Bermondsey, Carman High Court Pet Feb 14 Ord Feb 14

BROWN, THOMAS FREEMAN, Nunhead, Peckham, Butcher High Court Pet Feb 6 Ord Feb 15
 BUTLER, ROBERT, Preston, Licensed Victualler Preston Pet Feb 4 Ord Feb 14
 CHARLESWORTH, WILLIAM, Hawkechurch, nr Axminster, Devon High Court Pet Nov 19 Ord Feb 7
 COLLIER, ARKLES, Abergwynd, Glam, Collier Neath Pet Feb 13 Ord Feb 13
 CONYERS-D'ARCY, WILLIAM GORDON LINDSEY, Emperor's gate, Kensington, Motor Driver High Court Pet Feb 15 Ord Feb 15
 COX, WILLIAM BRANWELL, Redditch, Stone Mason Birmingham Pet Feb 14 Ord Feb 14
 DAVIES, DAVID, Lambeth walk, Provision Merchant High Court Pet Feb 2 Ord Feb 14
 DEARVISHIRE, RALPH ELIJAH, Cwma, Baker Nantwich and Crowe Pet Feb 14 Ord Feb 14
 FRANKS, DAVID, British st, Bow High Court Pet Feb 15 Ord Feb 15
 GARGINI, ANGELO LUIGI, Whitcombe st, Pall Mall High Court Pet Feb 14 Ord Feb 14
 HADDER, VIVIAN MAUNDER JONES, Chatteris, Isle of Ely, Cambs, Farmer Cambridge Pet Feb 16 Ord Feb 15
 HAINSON, CHARLES JAMES, Plymouth, Warehouseman Plymouth Pet Feb 13 Ord Feb 13
 HANSON, JAMES CROFTHER, Slaty Carr, Yorks, Rag Merchant Dewsbury, Pet Feb 15 Ord Feb 15
 HEDGECOCK, ERNEST ALFRED, Hutton gdn, Dealer in Precious Stones High Court Pet Jan 23 Ord Feb 14
 HIBBERT, RICHARD, Newtown, Montgomery, Confectioner Newtown Pet Feb 8 Ord Feb 14
 HOCKLEY, FREDERICK WILLIAM, Sudbury, Suffolk Colchester Pet Feb 14 Ord Feb 14
 HOPKINS, THOMAS, Tunstall, Licensed Victualler Hanley Pet Jan 17 Ord Feb 15
 JAYNES, ANNIE ANELIA NIBLETT, Chichele rd, Crickwood, Boarding housekeeper High Court Pet Feb 15 Ord Feb 15
 JOHNSON, WILLIAM HENRY, Bristol, Tailor Bristol Pet Feb 8 Ord Feb 15
 JONES, EVAN, Cardiff, Hobbler Cardiff Pet Feb 13 Ord Feb 13
 LEA, HERBERT, Leeds, Painter Leeds Pet Feb 14 Ord Feb 14
 LODGE, JON, Northgate, Huddersfield, Licensed Victualler Huddersfield Pet Feb 15 Ord Feb 15
 LONG, WALTER, Saint George, Estate Agent Bristol Pet Feb 7 Ord Feb 15
 LORENZ, JACOB GEORGE, High st, Walthamstow, Journeyman Baker High Court Pet Feb 15 Ord Feb 15
 LOVE, JAMES HENRY, Widnes, Lancs, Boot Repairer Liverpool Pet Feb 14 Ord Feb 14
 MACDONALD, REES, Swansea, Licensed Victualler Swansea Pet Feb 15 Ord Feb 15
 MACKAY, DONALD, JOSEPH SAMUEL BROWN, and CHARLES HENRY LEVEYER, Bow in, Blouse Manufacturers High Court Pet Jan 12 Ord Feb 15
 MARKS, EBERHARD, Northampton, Fruit Merchant Northampton Pet Feb 15 Ord Feb 15
 MARLEY, JOSEPH, Sunderland, Auctioneer Sunderland Pet Feb 11 Ord Feb 11
 MARSDEN, DINAH, Halkon, nr Leeds Leeds Pet Feb 14 Ord Feb 14
 MAYNE, WILLIAM LEWIS, Brigham, Devon, Surgeon Plymouth Pet Feb 13 Ord Feb 13
 MURPHY, JAMES, and JOHN MURPHY, Suffolk ln, Builders High Court Pet Feb 15 Ord Feb 15
 PARKER, JOHN GODFREY, Holloway rd, Tailor High Court Pet Feb 13 Ord Feb 13
 POUNTNEY, CHRISTOPHER, Bewdley, Worcester Kidderminster Pet Feb 13 Ord Feb 13
 ROBERTS, ROBERT LEEFORD, Portsmouth, Estate Agent Portsmouth Pet Feb 14 Ord Feb 14
 ROSS, ALFRED, Uxbridge rd, Hampton Hill Kingston, Surrey Pet Dec 29 Ord Feb 15
 SARTON, COLIN, Thornhill Lane, Dewsbury, Glass Bottle Maker Dewsbury Pet Feb 15 Ord Feb 15
 SCHMIDT, OTTO ROBERT HEINRICH, 1001 in High Court Pet Dec 24 Ord Feb 14
 SHERRIFF, FRED, Bradford, Portmanteau Maker Bradford Pet Feb 14 Ord Feb 14
 STANDING, ERNEST JESSE, Brewster st, Woolwich High Court Pet Dec 9 Ord Feb 15
 STOKES, ELIOTT BAXTER, Farnborough, Chemist Croydon Pet Feb 14 Ord Feb 14
 SUMMERS, FRANK JAMES, Holland Park av High Court Pet Nov 25 Ord Feb 15
 SUTCLIFFE, OLIVER, Rastick, Brighouse, Coal Merchant Halifax Pet Nov 25 Ord Feb 15
 TANNER, HERBERT WILLIAM, Donhead St Mary, Wilts, Waggon Builder Salisbury Pet Feb 13 Ord Feb 14
 THOMAS, JOHN, jun, Seamen, Courtwall, Boot Maker Truro Pet Feb 15 Ord Feb 15
 THOMPSON, WILLIAM, Werrington, Northampton, Publican Peterborough Pet Feb 13 Ord Feb 13
 TURNER, ERNEST, Wakefield, Joiner Wakefield Pet Feb 15 Ord Feb 15
 WALKER, ELIZABETH, Wortley, Leeds, Publican Leeds Pet Feb 14 Ord Feb 14
 WHITFORD, RICHARD GEORGE, Liscard, Commission Agent Birkenhead Pet Jan 16 Ord Feb 14
 WIDOWSON, JAMES, Handley, nr Staveley, Derby, Farmer Chesterfield Pet Feb 13 Ord Feb 13
 WILLIAMS, CHARLES ALFRED, Bishopston, Bristol, Builder Bristol Pet Feb 8 Ord Feb 15
 WISFIELD, THOMAS ARTHUR, Lower Broughton, Salford, Lancs, Chemist Salford Pet Feb 15 Ord Feb 15
 WOOLSTON, JOHN THOMAS, Towstower, Northampton, Boot Manufacturer's Foreman Northampton Pet Feb 15 Ord Feb 15
 WRIGHT, GEORGE RUSSELL, Southampton, Sign Writer Southampton Pet Feb 14 Ord Feb 14

ADJUDICATION ANNULLED.

MORRIS, BASIL, Charing Cross Hotel, Charing Cross High Court Adjud April 28, 1904 Annual Jan 25, 1905

London Gazette, TUESDAY, Feb 21.

RECEIVING ORDERS.

AMSFORD, GEORGE DALES, Strichley, Worcester, Coal Dealer Birmingham Pet Feb 16 Ord Feb 16

BLOOMER, BENJAMIN, and ALBERT LAWRENCE BLOOMER, Birmingham, Factors Birmingham Pet Feb 16 Ord Feb 16
 BOYD, THOMAS, Norton, nr Stockton on Tees, Journeyman Bricklayer Stockton on Tees Pet Feb 16 Ord Feb 16
 BRINTON, FREDERICK ALEXANDER, Newcastle on Tyne, Grocer Newcastle on Tyne Pet Feb 17 Ord Feb 17
 BROOKES, HENRY, Birkenhead, Painter Birkenhead Pet Feb 13 Ord Feb 17
 CANWARDEN & PUDDY, Chiswick, Builders Brentford Pet Jan 13 Ord Feb 17
 CARTER, WILLIAM, Cookridge, nr Leeds, Farmer Leeds Pet Feb 15 Ord Feb 15
 CHEDDOY, WILLIAM HENRY, Horfield, Bristol, Builder Bristol Pet Feb 17 Ord Feb 17
 DAVIES, THOMAS WALTER, Aberdare, Baker Aberdare Pet Feb 16 Ord Feb 16
 DIAMOND, HERBERT, Port Talbot, Glam, Grocer Neath Pet Feb 16 Ord Feb 16
 FOX, ALFRED, West Lynn St Peter, Norfolk, Licensed Victualler King's Lynn Pet Feb 16 Ord Feb 16
 FRANKTON, JAMES JOHN, Nottingham Spgs, nr Weymouth, Bricklayer Dorchester Pet Feb 15 Ord Feb 15
 GOODING, WILLIAM, Camilla rd, Bermondsey High Court Pet Jan 25 Ord Feb 17
 GROOM, VINCENT, Plas Gwyn, Llanrug, Carnarvon, Commission Agent Bangor Pet Feb 17 Ord Feb 17
 HALL, GEORGE FRANCIS, Chesterfield, Coal Dealer Chesterfield Pet Feb 18 Ord Feb 18
 HAMPTON, ALBERT SAMSON, Littlehampton, Wheelwright Brighton Pet Feb 18 Ord Feb 18
 HAWLEY, GEORGE CALK, Clapham, House Furnisher Wandsworth Pet Feb 17 Ord Feb 17
 HILL, HERBERT JAMES, Salisbury, Wilts, Fishmonger Salisbury Pet Feb 18 Ord Feb 18
 HIRST, SAMUEL, Leeds Leeds Pet Feb 17 Ord Feb 17
 HODGSON, JOSEPH, Brearley, Halifax, Stock Broker Burnley Pet Feb 3 Ord Feb 16
 IMPETT, WILLIAM CHARLES, Ramsgate, Brake Proprietor Canterbury Pet Feb 17 Ord Feb 17
 JONES, LAURA, Buryrny, nr Towy, North Wales High Court Pet Feb 17 Ord Feb 17
 KEANE, EMILY JANE, Whitstable, Kent, Tobaccoist Canterbury Pet Feb 18 Ord Feb 18
 LANE, TOM, Porthcawl, Glam, Licensed Victualler Cardiff Pet Feb 16 Ord Feb 16
 LARCOMBE, WILLIAM EDWIN, Glastonbury, Somerset, Baker Wells Pet Feb 18 Ord Feb 18
 LEAKE, WILLIAM GEORGE, Darlington Stockton on Tees Pet Feb 16 Ord Feb 16
 MANN, ROBERT JAMES, Achan House, nr Shrewsbury, Dealer in Horses Shrewsbury Pet Feb 15 Ord Feb 15
 MARTIN, HENRY FLOWERS, Leadenhall st, Duplicating Apparatus Maker High Court Pet Jan 21 Ord Feb 17
 MARON, THOMAS HENRY, Sand Hutton, Thirsk, Farmer Northallerton Pet Feb 17 Ord Feb 17
 MYCROFT, HERBERT JAMES, Derby, Grocer Derby Pet Feb 16 Ord Feb 16
 NELL, WILLIAM, Hove, Sussex, Fruitster Brighton Pet Feb 6 Ord Feb 16
 OAKLEY, BENJAMIN, Wolverhampton, Commission Agent Wolverhampton Pet Feb 17 Ord Feb 17
 PERLMAN, SOLOMON, Leeds, General Shipper High Court Pet Feb 13 Ord Feb 15
 PETTIFORD, FREDERICK WILLIAM, Kempsey, Worcester, Farmer Worcester Pet Feb 18 Ord Feb 18
 PICKERING, WILLIAM, Pindon, Derby, Collier Derby Pet Feb 16 Ord Feb 16
 RADLER, K HAYNE, Easter High Court Pet Nov 1 Ord Feb 16
 SAUNDERS, HENRY CULLIFORD, Maiden Bradley, Wilts, Farmer Frome Pet Feb 16 Ord Feb 16
 SCOTT, ARCHIBALD DICK, Jarrow, Hatter Newcastle on Tyne Pet Feb 17 Ord Feb 17
 SHILLING, CHARLES ROBERT, Hartley Wintney, Hants, Nurseryman Winchester Pet Feb 17 Ord Feb 17
 SMITH, JOHN WILLIAM, Bradford Bradford Pet Feb 6 Ord Feb 16
 STAFFORD, WILLIAM, Birmingham, Licensed Victualler Birmingham Pet Feb 16 Ord Feb 16
 TAYLOR, HERBERT, Cusley, Stafford, Grocer Dudley Pet Feb 15 Ord Feb 15
 VIDLER, GEORGE, Havant, Hants, Hire Carter Portsmouth Pet Feb 16 Ord Feb 16
 VIZZARD, WILLIAM, Broadway, Worcester, Timber Merchant Worcester Pet Feb 14 Ord Feb 14
 YOUNG, JOHN, Nether Wallop, Hants, Farmer Southampton Pet Feb 17 Ord Feb 17

Amended notices substituted for those published in the London Gazette of Feb 10:

FREDRICK, ERNEST EDWARD, Kidderminster, Watch Repairer Kidderminster Pet Feb 6 Ord Feb 6
 BLACKBOURN, FRANK, Scarborough, Grocer Scarborough Pet Feb 4 Ord Feb 4

Amended notice substituted for that published in the London Gazette of Feb 17:

BARRINGTON, WILLIAM JASPAR, Draycott, Derby, Tailor Pet Feb 13 Ord Feb 13

FIRST MEETINGS.

ANDREWS, WILLIAM JOHN FREDERICK, Tottenham, Builder March 2 at 8 Off Rec, 14, Bedford row, London
 BOYD, THOMAS, Norton, nr Stockton on Tees, Journeyman Bricklayer March 1 at 8 Off Rec, 8, Albert rd, Middlesbrough
 BRINTON, FREDERICK ALEXANDER, Newcastle on Tyne, Grocer March 1 at 11 Off Rec, 50, Mosley st, Newcastle on Tyne
 BYGONE, JOHN WILLIAM, Rotherham, Yorks, Builder March 1 at 12.30 Off Rec, 4, Figgins ln, Sheffield
 CARTER, WILLIAM, Cookridge, Leeds, Farmer March 1 at 12 Off Rec, 22, Park row, Leeds
 CHEDDOY, WILLIAM HENRY, Horfield, Bristol, Builder March 1 at 12 Off Rec, 26, Baldwin st, Bristol
 CHINE, ELI, Penrhyn, Glam, Glazier March 3 at 12.30, High st, Merthyr Tydfil
 COLLIER, ARKLES, Abergwynd, Glam, Collier March 3 at 11.30 Off Rec, 31, Alexandra rd, Swansea

CONYERS-D'ARCY, WILLIAM GORDON LINDSEY, Ostem road, Emperor's gate, Kensington, Motor Driver March 1 at 1 Bankruptcy bldg, Carey st
 CORFIELD, ALFRED JOHN, Attercliffe, Sheffield, Ship Merchant March 1 at 12 Off Rec, 4, Figgins ln, Sheffield
 DUDLEY, ERNEST EDWARD, Kidderminster, Watch Repairer March 1 at 8 Off Rec, 190, Wolverhampton & Dudley
 FRANKS, DAVID, British st, Bow March 3 at 11 Bankruptcy bldg, Carey st
 FORD, THOMAS RICHARD, Tylorstown, Glam, Collier March 9 at 12.30, High st, Merthyr Tydfil
 GRANTHAM, THOMAS WILLIAM, and FRANK JAMES ARMSTRONG, Bristol, Dental Requisites Dealers March 1 at 12.15 Off Rec, 26, Baldwin st, Bristol
 GREEN, WILLIAM WALLIS, and RICHARD EMILY GRACE, Liverpool, Fruit Merchants March 6 at 2.30 Bankruptcy bldg, Carey st
 HAINSON, CHARLES JAMES, Plymouth, Warehouseman March 1 at 11 Off Rec, 6, Abchurch lane, Plymouth
 HAMPTON, ALBERT SAMSON, Littlehampton, Lodging house Keeper March 9 at 3.30, 4, Pavillon bldg, Brighton
 HANSON, JAMES CROFTHER, Slaty Carr, Yorks, Rag Merchant March 1 at 12 Off Rec, Bank chambers, Corporation st, Dewsbury
 HIRST, SAMUEL, Leeds March 2 at 11 Off Rec, 22, Park row, Leeds
 HODGSON, GEORGE HARRIS, Northampton March 1 at 11 Off Rec, Bridge st, Northampton
 HUNTER, CLAUDE ERNEST, King's rd, Camden Town, Licensed Victualler March 6 at 12 Bankruptcy bldg, Carey st
 IMPETT, WILLIAM CHARLES, Ramsgate, Brake Proprietor March 2 at 9.30 Off Rec, 68, Castle st, Canterbury
 JELLEY, ALFRED EDWIN, Dutton Bassett, nr Lutterworth, Baker March 1 at 12 Off Rec, 1, Berridge st, Leicester
 JONES, EDWARD, Dysarth, Flint, Farmer March 1 at 12 Crypt chambers, Eastgate row, Chester
 KEANE, EMILY JANE, Whitstable, Kent March 2 at 9 Off Rec, 68, Castle st, Canterbury
 LANE, EDWARD WALTER, Six Bells, nr Aberbeeg, Glam, General Dealer March 1 at 12.15, High st, Merthyr Tydfil
 LANE, TOM, Porthcawl, Glam, Licensed Victualler March 1 at 12.30, 117, St Mary st, Cardiff
 LEAKE, WILLIAM GEORGE, Darlington March 1 at 8 Off Rec, 8, Albert rd, Middlesbrough
 LLOYD, THOMAS, Birmingham, House Furnisher March 1 at 11, 191, Corporation st, Birmingham
 LODGE, JOE, Huddersfield, Licensed Victualler March 1 at 8 Off Rec, Prudential bldg, New st, Huddersfield
 LOWE, JAMES HENRY, Widnes, Lancaster, Boot Repairer March 8 at 2 Off Rec, 35, Victoria st, Liverpool
 MACDONALD, REES, Swansea, Licensed Victualler March 1 at 12 Off Rec, 31, Alexandra rd, Swansea
 MANN, ROBERT JAMES, Achan House, nr Shrewsbury, Dealer in Horses March 4 at 11 Off Rec, 43, St John's hill, Shrewsbury



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MARRS, EPHRAIM, Northampton, Fruit Merchant March 1
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MATYB, WILLIAM LEWIS, Brixham, Devon, Surgeon
March 3 at 11 30 Off Rec, 6, Athenaeum ter, Plymouth

MILLER, JOSEPH, Edgbaston, Haulier March 2 at 11 191,
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NELL, WILLIAM, Hove, Sussex, Fruiterer March 3 at 11
Off Rec, 4, Pavilion bldgs, Brighton

NORFOLK, JAMES, Brighton, Tobaccoist March 2 at 3 15
4, Pavilion bldgs, Brighton

PARKER, JOHN GODFREY, Holloway rd, Tailor March 1 at
11 Bankruptcy bldgs, Carey st

PEARCE, THOMAS, Beaumaris, Anglesey March 1 at 12
Crypt chmbrs, Eastgate row, Chester

PERLMAN, SOLOMAN, Leeds, General Shipper March 2 at 19
Bankruptcy bldgs, Carey st

PETFOED, FREDERICK WILLIAM, Kempsey, Worcs, Farmer
March 1 at 11 30 45, Copenhagen st, Worcester

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Coal Merchant March 3 at 12 15 Ship Hotel, Bangor

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1 at 19 Off Rec, 24, Railway app, London Bridge

SADLER, R HAYES, Exeter March 2 at 11 Bankruptcy
bldgs, Carey st

SAXTON, COLIN, Throthill Lees, Dewsbury, York, Glass
Bottle Maker March 1 at 11 Off Rec, Bank chmbrs,
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SCOTT, ARCHIBALD DICK, Jartow, Durham, Hatter March
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Rec, 6, Bond ter, Wakefield

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